

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Purchase Order Approval (Staff recommends approval).

REQUESTED ACTION: Approve Purchase Orders

☐ Work Session (Report Only)

DATE OF MEETING: 4/27/2010

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

Budget & Purchasing

BUDGET IMPACT:

☐ Annual

FUNDING SOURCE: _____

☐ Capital

EXPENDITURE ACCOUNT: _____

☐ N/A

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
53601	\$50,000.00	Volkert & Associates, Inc.	C-468 PD&E – US 301 to Florida's Turnpike Professional Engineering Services
53631	\$78,906.00	AAON, Inc.	HVAC package for computer room – The Villages Sumter County Service Center
53762	\$113,650.00	Florida Air Conditioning Distributors	Lot – HVAC Rooftop Units – The Villages Sumter County Service Center
53763	\$40,004.12	Trinity Tile Group	Lot – Tile – The Villages Sumter County Service Center
53764	\$75,201.00	Automated Buildings, Inc.	Lot –HVAC Controls – The Villages Sumter County Service Center
53765	\$50,864.00	Horizon Metal Works, Inc.	Lot – HVAC ductwork – The Villages Sumter County Service Center
53766	\$36,800.00	Tom Barrow Company	Lot – Air Distribution Fans – The Villages Sumter County Service Center
53769	\$57,223.48	Architecture Studio, Inc.	Architectural and engineering design services – Historic Courthouse – 1 st Floor
53771	\$37,641.00	Architecture Studio, Inc.	Architectural and engineering design services – Security Vestibule Project
53773	\$160,541.00	Architecture Studio, Inc.	Architectural and engineering design services – 1988 Jail Renovation
53775	\$109,856.44	Architecture Studio, Inc.	Architectural and engineering design services – Historic Courthouse (1st, 2nd, & 3rd Floors and Exterior)

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53601

TO

BUSHNELL, FLORIDA 33513-9402

DATE _____

DEPT.

4/9/10

Volkert & Associates, Inc.

3409 West Lemon Street

Tampa, FL 33609-1433

BY

Road and Bridge

BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
103-340-541-6536		1	C-468 PD&E - US 301 to Florida's Turnpike Professional Engineering Services (Proposal is for \$200,000. \$50,000 is the amount estimated to be expended in FY 09/10.) On 3/25/08 the BOCC approved and executed a Continuing Engineering Service Contract with Volkert, Inc.	\$50,000.00	\$50,000.00
TERMS:				TOTAL	

BOARD OF SUMTER COUNTY COMMISSIONERS

\$50,000.00

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.



www.volkert.com

3409 West Lemon Street
Tampa, FL 33609-1433
813.875.1365
Fax 813.874.7656
tampa@volkert.com

April 7, 2010

Bill Stevens, P.E.
Assistant Public Works Director
Sumter County
319 E. Anderson Avenue
Bushnell, Florida 33513

**SUBJECT: Proposal for C-468 PD&E
US 301 to Florida's Turnpike**

Dear Bill:

Volkert is pleased to submit this proposal to provide professional engineering services for the above referenced project. The proposed scope of services, schedule and fee estimate are described below:

SCOPE OF SERVICES

The detailed scope of services is described in Exhibit A (attached) dated April 6, 2010.

SCHEDULE:

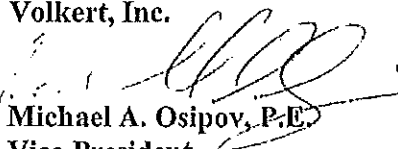
Volkert will complete the project within 365 days of receipt of the Notice to Proceed from Sumter County.

FEE:

The tasks outlined in the attached scope of services (see Exhibit A) can be accomplished for a lump sum fee of \$200,000.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact me or Jane Caldera.

Sincerely,
Volkert, Inc.



Michael A. Osipov, P.E.
Vice President

CC: Jerry Dabkowski
Jane Caldera

EXHIBIT A

PROPOSED SCOPE OF WORK SUMTER COUNTY - PRELIMINARY DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Project Data:

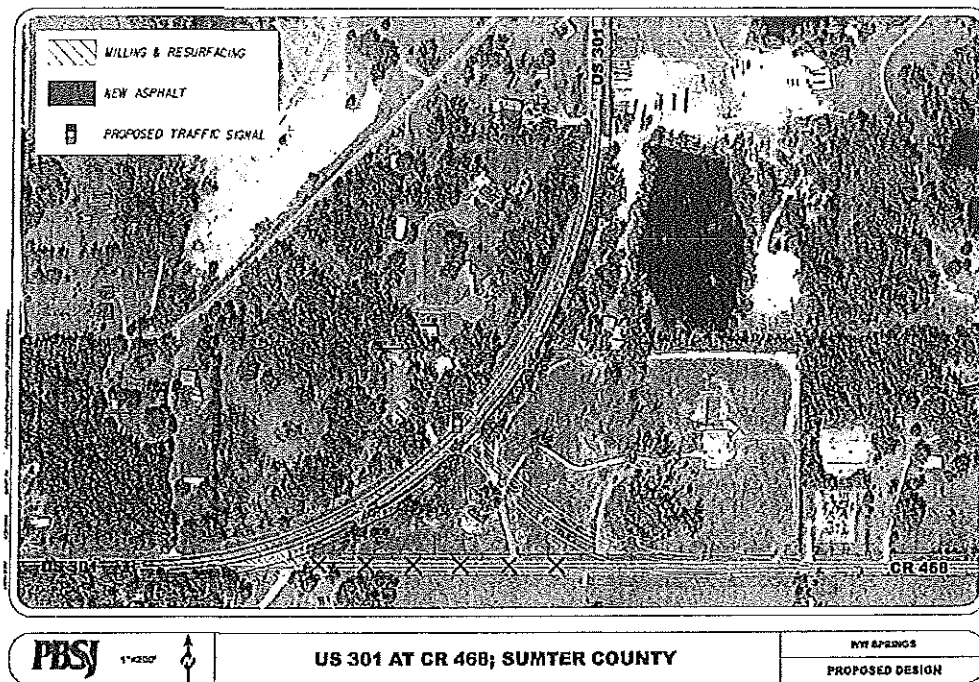
Sumter County Project Manager: William F. Stevens Jr., P.E.
Assistant Public Works Director for Planning, Engineering and
Environmental Projects
Sumter County Public Works Division
319 East Anderson Avenue
Bushnell, Florida 33513

Corridor to be studied:

Project Name: C-468 Project Development & Environment (PD&E) Study:
Project Limits: SR 35 (US 301) to east side of the C-468 Bridge over the
Florida's Turnpike
Billing Index Code: 103-340-541-6536

Federal and/or State Involvement: State Grant (TRIP)

Proposed realignment information required by the FDOT is shown below.



To date a pre-PD&E has been undertaken for C-466A from US 301 east to CR 139. This study has been completed by Tindale-Oliver and Associates Inc. in conjunction with the Lake – Sumter Metropolitan Planning Organization. Also, the engineering firm of DRMP has been selected to perform a PD&E Study for C-470 from I-75 to the Lake County line. Available information from these studies will be made available.

The County also has the design of a roadway improvement project on C-468E between SR 44 and the Turnpike.

The Villages is obligated to build a partial interchange at the intersection of C-468 and the Turnpike. Attached (separately) is the power point presentation for the Florida's Turnpike Enterprise of the PD&E Study being performed by Kimley Horn and Associates.

The firm may contact the following individuals regarding the development(s) underway:

C-468 Project – SR 44 to the Turnpike:

David Springstead, P.E. Vice President
 Spring Engineering Incorporated
 727 S 14th Street
 Leesburg, Florida 34748

In Sumter County:

Ph: 352-787-1414
david@springsteadeng.net

Brad Cornelius, Planning Manager

Sumter County Planning & Development

910 N. Main Street, Suite 301

Bushnell, FL 33513

Ph: (352) 793-0270

Brad.Cornelius@sumtercountyfl.gov

City of Wildwood:

(Wildwood Springs)
(Land Stone)

Melanie Peavy, Development Services Coordinator

City of Wildwood

100 N. Main Street

Wildwood, Florida 34785

Ph: (352) 330-1330 Fax: (352) 330-1334

[Melanie Peavy \[mpeavy-wildwood@cfl.rr.com\]](mailto:Melanie.Peavy@mpeavy-wildwood@cfl.rr.com)

Regional:

Pamela Richmond, AICP, MPO Project Manager

LAKE~SUMTER MPO

1616 South 14th Street

Leesburg, Florida 34748

Ph: (352) 315-0170 Fax: (352) 315-0993

PRichmond@LakeSumterMPO.com

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

PURPOSE

Convey the scope of work and the responsibilities of Volkert (CONSULTANT) and the BOARD in connection with the Preliminary Engineering (Conceptual Design), and environmental studies necessary to comply with established procedures and to determine what improvements are needed to this transportation facility to accommodate growth in Sumter County.

The PD&E study process shall follow, for guidance only, the applicable sections of the Florida Department of Transportation's (herein referred to as the DEPARTMENT) publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this SCOPE OF WORK, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done with the guidance from the DEPARTMENT'S PD&E Manual, unless otherwise stated.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the FDOT PD&E Manual are specifically included in this contract unless otherwise noted, and also which of the items of work will be the responsibility of the CONSULTANT.

STUDY OBJECTIVES:

The CONSULTANT is to study or develop the following:

- Task 1A: Develop alternative corridor alignments (along the existing alignment) and typical sections that minimize impact to adjacent property, existing or proposed developments, wetlands, historical or archeological sites and protected wildlife. Alternative alignments (new alignment to the north or south) will not be developed. A minimum of one alignment(s) is to be developed, typical sections may be either urban or rural or a combination thereof. No typical section minimum is specified. However, the number of typical sections provided shall give the BOARD options that present a diverse spectrum of alternatives for consideration.
Note: The Consultant shall closely coordinate this task with the Florida Department of Transportation regarding any impact the alignments may have to a State Road.
- Task 1B: Determine the number of lanes needed to accommodate future, design year 2035 traffic volumes at a Level of Service C as specified by the Sumter County Land Development code.
- Task 1C: For informational purposes only, the number of lanes needed to accommodate the future, design year 2050 traffic volumes at a Level of Service D will be determined.
- Task 2: Obtain BOARD approval of an alignment and a typical section.
- Task 3: Provide to the BOARD engineering drawings that indicate the geometric horizontal alignment plan with right-of-way lines necessary to facilitate the alignment and typical section approved by the BOARD. This plan is to be codified and utilized to obtain right-of-way through the development process or through eminent domain.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK:

Governing Regulations

The services performed by the CONSULTANT shall utilize applicable FDOT manuals and guidelines. The DEPARTMENT manuals and guidelines incorporate by requirement or reference all applicable state and federal regulations. The current edition, including updates, of the following DEPARTMENT manuals and guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Project Development and Environment Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook)
- Florida Department of Transportation Plans Preparation Manual
- Bicycle Facilities Planning and Design Handbook
- Right-of-Way Mapping Handbook
- Location Survey Manual
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines

Other Governing Regulations

- Sumter County Land Development Code
- Executed three party agreements with developers, the City of Wildwood and Sumter County Board of County Commissioners (assuming a final multi-party agreement is approved by the BOCC).

Liaison Office

The Project Manager shall be the representative of the BOARD for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this Project remain with the BOARD Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by BOARD.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed meeting with BOARD representative(s), where relevant project information will be provided by the BOARD, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workdays notice to attend meetings or make presentations at the request of the BOARD. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar materials for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to applicable standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who are not directly responsible for performing the initial work.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the BOARD, for their records, within one (1) week of the receipt of said correspondence.

Submittals

Upon completion, the CONSULTANT shall provide five (5) signed and sealed copies of the PD&E Study. The PD&E Study shall include (if applicable) the following reports:

<u>Engineering Items:</u>	<u>Copies:</u>
Corridor Report	NA
Design Traffic Technical Memorandum	5
First Draft Project Development Summary Report (PDSR)	5
Second Draft PDSR	5
Final PDSR (Signed and Sealed)	5
Location Hydraulics Report	5
Conceptual Drainage/Pond Sitting Report	5
Conceptual Design Roadway Plan	5
Right of Way Plans (each phase submittal)	NA
Geotechnical Report	5
Typical Section Package	5
Bridge Hydraulic Report	5
Bridge Development Report	5

<u>Environmental Items:</u>	<u>Copies:</u>
EDTM programming screen data (electronic)	1
Public Involvement Plan	5
Draft Environmental Impact Report	5
Final Environmental Impact Report	5
Noise Study Report	5
Air Quality Report	5
Contamination Screening Evaluation Report	5

Conceptual Stage Relocation Plan (If applicable)	5
Public Hearing Comments	5
Endangered Species Biological Assessment	5
Essential Fish Habitat (If applicable)	5
Wetlands Evaluation Report	5
Cultural Resource Assessment	5

Copies of all material presented to the Board during a workshop or regularly scheduled meeting shall be given to the Deputy Clerk at the time of the presentation.

Upon completion of the study, the CONSULTANT shall deliver to the BOARD, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

The CONSULTANT shall Process Advance Notification and all environmental and engineering documents including Permit Coordination Package.

The CONSULTANT shall coordinate with the State Historic Preservation Officer.

Optional Services

At the BOARD'S option, the CONSULTANT may be requested to provide final design and plan preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project.

The CONSULTANT shall provide to the BOARD, drafts of all public involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program

The primary public involvement activities will consist of two public meetings which will be scheduled to occur in conjunction with the PD&E Study:

Public Meeting #1: The first public meeting will occur when the PD&E Study impacts have been identified. The purpose of this meeting is to inform the public of recommended alignment, typical section(s), drainage plan, ROW needs (if any), along with all environmental impacts. The CONSULTANT will prepare and disseminate an invitation to the public meeting by using the Sumter County Property Appraiser data collected from the PD&E Study to identify property owner's and residents within 300 feet of the project corridor. The CONSULTANT will invite other stakeholders including representatives from Sumter County Government, the City of Wildwood, the Florida Department of Transportation District 5, the members of the Lake-Sumter MPO and any stakeholders directed by the BOARD. The consultant will prepare and submit a newspaper display legal advertisement in the Sumter County Times and The Villages Daily Sun announcing the date, time, location, and purpose of the public meeting, and identifying the location of the project. The CONSULTANT will prepare project alternative display boards for each identified alternative. The CONSULTANT will prepare and present a power point presentation that explains the project alternatives and project next steps. The consultant will participate in open dialogue with members of the public in attendance at the meeting. The CONSULTANT will prepare a summary of the public meeting, and will prepare written responses to all written public inquiries.

Required Public Involvement Activity Recommendations: The CONSULTANT shall also make presentations and seek comment as part of the Public Meeting #1 process from the following governmental bodies or agencies.

- (1) Applicable Municipal Governing Councils
- (2) Sumter County Board of County Commissioners
- (3) Lake-Sumter MPO

Public Meeting #2: The second public and final meeting will be in the form of a formal public hearing and occur when the PD&E Study final alternative has been developed. The purpose of this hearing is to inform the BOARD of the PD&E Study final recommended alternative and obtain the BOARDS approval. This public hearing will be

part of the BOARDS regular agenda. The CONSULTANT will prepare and disseminate data collected from the PD&E Study to those in attendances and will also mail the same to all residents within 300 feet of the project corridor a minimum of seven calendar days in advance of the scheduled Board of County Commissioners meeting at which the hearing will be held. The consultant will invite other stakeholders including representatives from the applicable Municipality, the Florida Department of Transportation District 5, the members of the Lake-Sumter MPO, and any other stakeholders as directed by the BOARD to provide comment regarding this study. The CONSULTANT will display the boards showing each project alternative considered. The consultant will prepare and present a power point presentation that explains the project final, recommended alternative considered respond to any concerns raised during this public hearing.

1.2 Public Involvement Data Collection

In addition to public involvement data collection, the CONSULTANT shall assist the BOARD in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice of Intent – Not Applicable

1.4 Advance Notification

An advance notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual will not be prepared. The project will be entered into the Efficient Transportation Decision Making (ETDM) program screen in cooperation with the Lake Sumter MPO ETAT member. The ETDM screening will serve as agency notification of the project and the comments received from the screening will be addressed in the PDSR.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the BOARD to hold or participate in various public meetings outlined in Section 1.1:

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agendas for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The *CONSULTANT* will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The *CONSULTANT* will pay the cost of first class postage.)
- News releases in BOARD format, for use no less than five days prior to meeting.
- Summary notes of meetings to be provided to the BOARD no later than 5 business days after the meeting.

- Briefing and debriefing of BOARD staff.

The CONSULTANT will investigate potential meeting sites to advise the BOARD on their suitability. The *CONSULTANT* will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the BOARD Project Manager.

It is estimated, for this project, there will be one (1) public meeting and one (1) public hearing during the study. Additional meeting(s) may be requested by the BOARD, fees for additional public meetings will be determined based on the scope of the additional meeting(s).

1.6 Unscheduled Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Consultant's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be two meetings during the study.

1.7 Public Hearing

The CONSULTANT shall provide all of the support services listed in Sections 1.2 and 1.5 above. In addition, the CONSULTANT shall prepare the following:

- Public Officials and Agency Letters. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The *CONSULTANT* will pay for first class postage.
- Property Owner Letters. The CONSULTANT will provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The *CONSULTANT* will pay for first class postage.
- All elements of the multi-media presentation.
- Graphics
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Briefing and debriefing of Department staff.

1.8 Location and Design Concept Acceptance

Meeting # 2, the public hearing, shall be at the BOARD'S regularly scheduled meeting at the time designated on the agenda or at a subsequent BOARD meeting in the event the CONSULTANT'S final recommendation is rejected.

1.9 Special Public Involvement Requirements – Not Applicable

1.10 Quality Control

The CONSULTANT shall be responsible for Quality Control.

2.0 ENGINEERING ANALYSIS AND REPORTS

When applicable, the CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual.

Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analysis within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field review trips needed to collect engineering data.

2.2 Aerial Photography

Aerial photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The CONSULTANT will furnish the necessary aerial photography to be used in the study. Aerial photography shall be prepared at sufficient scales that will easily convey the intended information. The BOARD'S project manager shall have the final approval of all aerial photography. It is intended that aerial photography shall be utilized for the following:

Overall Project Location Map

Drainage Master Plan

Corridor Location Maps

Alternative Plans

2.3 Survey Coordination

The CONSULTANT shall survey the corridor as needed to facilitate the completion of the task outlined in the PD&E study.

2.4 Existing Roadway Characteristics

The CONSULTANT shall survey the corridor as needed to obtain the existing roadway characteristics.

2.5 Existing Structure Characteristics

The CONSULTANT shall survey the corridor as needed to identify existing structures, culverts and other appurtenances.

2.6 Traffic Data

Sumter County's current and historic traffic data is readily available on the Public Works website. The link is as follows:

<http://sumtercountyfl.gov/pw/index.htm>

The CONSULTANT will undertake evening peak hour turning movement counts as deemed necessary along the existing corridor. The CONSULTANT will also undertake one 48-hour machine count to verify existing traffic volumes.

The CONSULTANT may utilize the DEPARTMENTS traffic data whenever possible.

The CONSULTANT may utilize the Sumter Transportation Concurrency Management System for maximum service volumes, growth rates, and other pertinent traffic data.

The CONSULTANT may utilize traffic data that they consider pertinent to this PD&E Study.

The CONSULTANT shall take into consideration or recommend any future multi modal transportation and/or mass transit under consideration by the City of Wildwood, Sumter County Transit, MPO or other governmental entities that may impact this corridor.

2.7 Crash Data

The CONSULTANT shall obtain available data from the Sumter County Sheriff's Office, the Florida Highway Patrol and any local sources for various highway segments required. The CONSULTANT shall obtain data for the previous five years. The data collected shall include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.8 Existing Signage Inventory

The CONSULTANT will be responsible for inventorying the existing signage along the project corridors.

2.9 Utilities

Since the BOARD does not have a Utility Engineer the CONSULTANT shall be responsible for identifying all utilities within the corridor. The BOARD shall provide the existing right-of-way widths. Part 2, Chapter 10 of the PD&E Manual is not applicable.

2.10 Railroads

Since the BOARD does not have a Railroad Coordinator, the CONSULTANT shall be responsible for identifying any railroads that may be a stakeholder. Part 2, Chapter 10 of the PD&E Manual is not applicable.

2.11 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.
- MPO's Cost Feasible and Needs Plans
- DEPARTMENT (FDOT) Work Program
- MPO's, Lake County and Sumter County Transportation Improvement Program (TIP) or Capital Improvement Plan (CIP)
- Local Comprehensive Plans; city and county.
- Transit; rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

2.12 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, and Soil Conservation Service Maps to summarize the findings.

2.13 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD database information shall be compatible for use on aerial photography that will be used for public hearing presentations, corridor maps, and alternative plans. The 2009 Sumter County Aerials are an acceptable median for the base map.

2.14 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.15 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.17 Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impact analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the DEPARTMENT'S policy on Transportation Design for Livable Communities. Viable alternatives shall be developed in each corridor.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

2.18 Corridor Analysis – Not applicable

The CONSULTANT shall develop alternative corridor alignments (along the existing alignment) and typical sections that minimize impact to adjacent property, existing or proposed developments, wetlands, historical or archeological sites and protected wildlife. Alternative alignments (new alignment to the north or south) will not be developed. A minimum of one alignment(s) is to be developed, typical sections may be either urban or rural or a combination thereof.

2.19 Traffic Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections, intersection, and interchange design. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the Year 2035. The CONSULTANT shall develop and analyze the traffic data for each viable corridor and design alternative as appropriate. The consultant shall be permitted to jointly develop traffic forecasts with other PD&E project(s) that are active in the area.

2.20 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. No minimum is specified but the number of typical section provided shall provide the BOARD sufficient options to consider.

2.21 Roadway Design Alternatives – Applicable to the final “approved” corridor.

The CONSULTANT may need to undertake further work as needed to define right of way required (i.e.: horizontal and vertical geometry, any additional information).

2.22 Prepare Concept Plans Applicable to the final “approved” corridor.

The CONSULTANT will overlay Concept Plans on the base maps.

2.23 Drainage Analysis

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments.

2.24 Structures

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments.

2.25 Access Management – Not Applicable

2.26 Multi-Modal Accommodations – Not Applicable

2.27 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic, this cost will be included in the final estimate for that alternative.

2.28 Geotechnical Coordination

This task is for the CONSULTANT to coordinate with the geotech sub consultant regarding project requirements, review of geotech data, and scheduling. If a geotechnical investigation is not being done for the project, or if the CONSULTANT is to perform the geotechnical investigation activities in-house, this task will be omitted.

2.29 Intelligent Transportation Systems – Not Applicable

2.30 Comparative Analysis and Evaluation Matrix

After developing viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the BOARD for consideration.

2.31 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend to the BOARD a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.32 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the approved, preferred alternative that include refinements from the public hearing.

2.33 Identify Construction Segments

If the CONSULTANT deems it necessary, the construction may be divided into two or more phases.

2.34 Value Engineering – Not Applicable

2.35 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates for each design alternative.

2.36 Right Of Way Cost Estimates

The CONSULTANT shall prepare estimates for the cost of right-of-way acquisition.

2.37 Typical Section Package

The CONSULTANT will prepare the Typical Sections for the BOARD'S consideration.

2.38 Design Exceptions and Variances: - Not Applicable

2.39 Project Development Summary Report

The CONSULTANT shall develop a Project Development Summary Report using Part 1, Chapter 4 of the PD&E manual as a guide.

2.40 Interchange Modification / Justification Report -- Not Applicable

2.41 Quality Control -- To be provided by the CONSULTANT

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project using the PD&E Manual and the following sections as a guide.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate databases that includes all existing features. This database information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

Social and Cultural Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

3.1 Land Use Changes

3.2 Community Cohesion

3.3 Community Services

3.4 Social and Economic Impacts

3.5 Relocation Potential

3.6 Archaeological and Historical Sites

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.7 Section 4(F) - Not Applicable

3.8 Visual Impacts and Aesthetics

In accordance with applicable sections of Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads

Based on the coordination with the utility companies, the CONSULTANT shall identify utilities within the project corridor. The CONSULTANT will also address any impacts to existing and proposed railroads.

Natural Impacts

3.10 Wetlands

In accordance with applicable sections of Part 2, Chapter 18 of the PD&E Manual.

3.11 Conceptual Mitigation Plans

In accordance with Part 2, Chapter 18 of the PD&E Manual.

3.12 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.13 Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves

In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.

3.14 Floodplains

In accordance with Part 2, Chapter 24 of the PD&E Manual.

3.15 Coastal Barrier Resources

In accordance with Part 2, Chapter 26 of the PD&E Manual.

3.16 Wildlife and Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual.

3.17 Essential Fish Habitat

In accordance with Part 2, Chapter 11 of the PD&E Manual.

3.18 Identify Permit Conditions

The CONSULTANT shall identify permit conditions and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.19 Farmlands

In accordance with Part 2, Chapter 28 of the PD&E Manual.

Physical Impacts

3.20 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual.

3.21 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.22 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.23 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reports

The environmental documents prepared by the CONSULTANT will be guided by the procedures listed in the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the BOARD prior to producing final reports and documents.

3.24 Class of Action Determination (State Environmental Impact Report)

The Class of Action for this PD&E study will be modeled after standard department requirements and commensurate with that defined as a State Environmental Impact Report as described in Part 1, Chapter 13 of the PD&E manual. The Environmental Impact Report prepared for this Sumter County project will utilize the procedures for a SEIR class of action as a guideline in developing this report. The final alignment / corridor approved by the BOCC will be included on the PD&E Report. The PD&E manual procedures may be modified as necessary and approved by the BOARD'S Project Manager to meet the needs of the study purpose.

3.25 Environmental Assessment

3.26 Finding of No Significant Impact

3.27 Draft Environmental Impact Statement – Not Applicable

3.28 Final Environmental Impact Statement – Not Applicable

3.29 Quality Control – To be provided by the CONSULTANT

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Progress reports shall be delivered to the BOARD in a format as described by the BOARD no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be determined by the Project Manager. The Project Manager will compare the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by anticipated payouts.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the BOARD as needed throughout the life of the project. It is anticipated that no more than six (6) meetings will be needed.

5.0 METHOD OF COMPENSATION

Payment for the work completed shall require the approval of the BOARD'S Project Manager. Invoices per work order shall be submitted by mail or electronically to the Project Manager for review and approval. The Project Manager shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the BOARD.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE COUNTY

The COUNTY will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the COUNTY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Existing COUNTY right-of-way maps.
- County to perform geotechnical borings / report (in-house) if required and jointly approved by VAI and Sumter County.

7.0 CRASH DATA

- The CONSULTANT will be responsible to obtain available accident "crash" data from the applicable law enforcement agencies.
 1. Florida Highway Patrol
 2. Sumter County Sheriff's Office.
 3. City of Wildwood Police Department

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53631

TO

BUSHNELL, FLORIDA 33513-9402

AAON, Inc.
2425 South Yukon Ave
Tulsa, OK 74107-2728

DATE April 6, 2010

DEPT. Facilities Development

BY

[Signature]

[Signature]

[Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506		1	HVAC package for computer room Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 12 Quote Job Information Sheet Verrando Engineering review of submittal Copy to Emmett Sapp Builders Inc.	78,906.00	78,906.00
TERMS:				TOTAL	78,906.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY:

OFFICER OR DEPT. HEAD

DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

Emmett Sapp Builders, Inc.

www.emmettsappbuilders.com

4430 NE 83rd Road * Wildwood, FL 34785 * Office: (352) 748-1949 * Fax: (352) 748-1065

REQUEST FOR OWNER DIRECT PURCHASES

ODP REQUEST No. 12

NAME OF PROJECT Sumter County Service Center RFP # 142-0-2009/AT

LOCATION 7375 CR 139, Wildwood

Respectfully requesting a Purchase Order is issued to the following Material Supplier (back up documentation attached).

Vendor	Quote #	Product	Total Amount
AAON, Inc. 2425 South Yukon Avenue Tulsa, Oklahoma 74107-2728	Dynatherm Resources	HVAC- computer room	\$78,906.00

These Owner Direct Purchases will be deducted along with the tax savings from the Construction Contract by being assigned to a Change Order.

Shelton Crow
Contractor

April 1, 2010
Date

Below this line for GC reference

Cc:

☐ Architect

Ed Plaster, KP Studios

CO Number: _____

DYNATHERM RESOURCES, INC.

Commercial and Industrial Air Conditioning Systems & Services
Palm Harbor FL TEL (727) 786- 6206
E-Mail Address: DonS@drifl.com

HYAC - Computer
Rooms

Date: March 31, 2010
Proposal To: Sumter County Board of Co Commissioners
910 N. Main Street, Bushnell, FL 33513

Project: The Villages Sumter County Services Center

We are pleased to offer the following equipment for your consideration. I will be working close with Craig Miller on this job.

(3) Aaon packaged air cooled rooftop

Features:

- Double wall construction with stainless steel drain pan required. Exterior cabinet comes standard with an ASTM salt spray test of 2,500 hours.
- DX coil with 2 scroll compressor Hi and Low pressure switches, Interstage & anitcycle timers, cooling circuits and a modulating hot gas reheat coil used during dehumidification cycle or reheat. (R410A). Modulating scroll compressor for operating cost savings.
- SWSI type supply fan with direct drive, motor starter and contactors provided.
- Electric heat with SCR.
- Hinged access doors with stainless steel hinges.
- Filtration is 4" 30% pleated.
- Unit designed with controls designed with anti-cycle, inter stage timers and fan cycling control of condenser fans. Unit mounted microprocessor controls (Watmaster) are designed to be stand alone. Unit designed to satisfy discharge air temperature sensor in supply duct work mounted by the contractor. Controls are designed to tie into BMS system. (1 central panel installed by contractor in total) Communication cable ran from units to BMS panel by contractor.
- Aaon Part Warranties are: One year unit, 5 year compressor. (Labor not included)
- Units designed with Single Point power, ETL certified unit, Disconnect, Phase and Brown out protection, Remote smoke detector terminals with smoke detector provided and installed by others in field.
- Intake hood, dampers and actuators provided.
- Factory trained start up assistance provided. (Full diagnostic check of unit & set up unit for operation)
- ALL coils are coated.

Notes:

*Not Included: Spare filters, curbs Smoke detectors, Construction Filters, Insulation or Gypsum board in curb, Hurricane tie down.

*Spring rails deleted in Addendum

*Unit provided with modulating scroll with saves over about 15% on operating costs vs. standard compressor with hot gas bypass. Compressor data sheet attached on the Copeland compressor.

TOTAL Price, Freight Allowed, F.O.B. Factory.....\$78,906.00

Terms are net 30, Taxes NOT included. This offer is valid for 60 days.

**Please note that the PO must be made out to AAON

Thanks for your cooperation.

AAON, INC.

Dynathium Resources
2425 South Yukon Ave.
Tulsa, Oklahoma 74107-2728
Ph: (918) 382-6219 * Fax (918) 382-6215

JOB INFORMATION SHEET

The following is required on all jobs.

1. This Job Information Sheet, filled out completely. Acct # _____

2. A signed purchase order, identifying project and stating approximate material requirements. DSO # _____

A. Amount and Description of Materials to be Furnished: Amount: \$ 65,846.00
Description: AAON HVAC Equipment Starting Date: April 2010

B. Customer issuing PO: Name Sumter County Board of County Commissioners
Street Address: 910 N. Main St Fax: (352) 793-0207
City: Bushnell State: FL Zip Code: 34785

C. Customer Relationship to Job: ☒ Owner ☐ General Contractor ☐ Subcontractor
☐ Other (Specify): _____

D. Job Location: Name: Sumter County Service Center Ph: _____
Street Address: 7573 CR 139 Fax: _____
City: Wildwood State: FL Zip Code: 34785

E. Property Owner: Name: Sumter County Board of County Commissioners Ph: (352) 793-0207
Street Address: 910 N. Main St Fax: (352) 793-0207
City: Bushnell State: FL Zip Code: 33513

F. General Contractor:
1. Name: Emmett Sugg Builders Inc Ph: 352 748-1949
Street Address: 4430 NE 83rd Rd Fax: 352 748-1065
City: Wildwood State: FL Zip Code: 34785
2. Surety Name: Florida Surety Bonds Inc Ph: 319-399-5700
Street Address: 620 N. Wymore Rd Ste 200 Fax: _____
City: Maitland State: FL Zip Code: 32751
AGENT - UNITED FIDELITY

G. Prime Subcontractor (if other than customer):
1. Name: N/A Ph: _____
Street Address: _____ Fax: _____
City: _____ State: _____ Zip Code: _____
2. Surety Name: N/A Ph: _____
Street Address: _____ Fax: _____
City: _____ State: _____ Zip Code: _____

FOR SALES USE ONLY

Territory _____
Salesman _____

SUBMITTED BY:

Position / Title: _____
Date: _____

NOTE: PLEASE FORWARD COMPLETED FORM:
ATTN: AAON CREDIT DEPARTMENT/LINDA DUNEC

Revised Jan 04

Signature (Customer)

Verrando Engineering Co., Inc.

1111 NE 25th Avenue, Suite 401

Ocala, Florida 34470

Fla., Reg. EB-0005846

March 24, 2010

Fax: (352) 854-5852

Phone: (352) 854-2664

KP Studio Architect P.A.
Attn: Mr. Larry Krietemeyer, Architect
537 NE 8th Avenue
Ocala, Florida 34470

11181802

RE: The Villages Sumter County Service Center
Review Comments from 2nd Submittal of HVAC Product Data.

Dear Mr. Krietemeyer:

Enclosed are this Firm's comments from a review of the second submittal of HVAC product data for The Villages Sumter County Service Center project. These materials all accepted with no exceptions taken and may be placed on order

1. SECTION 15050 – BASIC MECHANICAL MATERIALS AND METHODS:

- A. 15064 – Condensate Drain Piping System: No exceptions taken.
- B. 15190 – Mechanical Identification: No exceptions taken.

2. SECTION 15250 – MECHANICAL INSULATION:

- A. 15264 – Condensate Piping Insulation: No exceptions taken.
- B. 15270 – Refrigerant Piping Insulation – No exceptions taken on pipe insulation. However, no data provided for "joint sealer" and "exterior finish" protective coatings. These materials will be observed for compliance during construction and Contractor will remove noted discrepant materials and replace with specified items.
- C. 15290 – Thermal Duct Insulation:
 - 1) Duct Insulation: No exceptions taken.
 - 2) Mastic: No exceptions taken.
 - 3) Glass Fabric Tape: No exceptions taken.

3. SECTION 15750 – HEAT TRANSFER EQUIPMENT:

- A. 15780 – Packaged Air Conditioner Units:
 - 1) (3 TON) RTU-9, 10, 13, & 24, (4 TON) RTU-3, 12, & 21, (5 TON) RTU-1, 2, 6, 7 & 22 – No exceptions taken.
 - a) Roof Curbs: No exceptions taken.
 - 2) (6.5 TON) RTU-4, 5 & 8, (7.5 TON) RTU-11, 14, 23 & 25 – No exceptions taken.
 - a) Roof Curbs: No exceptions taken.

4. SECTION 15880 – AIR DISTRIBUTION:

- A. 15887 – Air Filters: No exceptions taken.
- B. 15891 – Low Pressure Steel Ducts: No exceptions taken.
- C. 15895 – Non-Metal Ducts: No exceptions taken.
- D. 15910 – Duct Accessories:
 - 1) Plenum Liner: No exceptions taken.
 - 2) Duct Liner: No exceptions taken.
 - 3) Duct Access Doors: No exceptions taken.
 - 4) Volume Dampers: No exceptions taken.
 - 5) Air Turns: No exceptions taken.
- E. 15912 – Fire and Smoke Dampers
 - 1) Fire Dampers: No exceptions taken.
 - 2) Fire/Smoke Damper: No exceptions taken.
 - 3) Smoke Damper: No exceptions taken.
 - 4) Lobby Exhaust Smoke Dampers: No exceptions taken.
- F. 15930 – Air Terminal Units, Variable Volume Boxes: No exceptions taken.

5. 15950 – CONTROLS – SUBMITTED UNDER SEPARATE COVER

6. 15990 – TESTING, ADJUSTING, AND BALANCING: No exceptions taken.

Sincerely,

Matthew R. Verrando

3/24/2010

Matthew R. Verrando, President.
P.E. No: 0039664

(Date)

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

53762

(Signature)

TO

Florida Air Conditioning Distributors
1440 Massaro Blvd
Tampa FL 33619

DATE April 8, 2010

DEPT. Facilities Development

BY *(Signature)* BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506	<i>(Signature)</i>	1	Lot - HVAC Rooftop Units Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 13 Quote Copy to Emmett Sapp Builders Inc.	113,650.00	113,650.00
TERMS:				TOTAL	113,650.00

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

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BY: _____

DATE: _____

OFFICER OR DEPT. HEAD

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Emmett Sapp Builders, Inc.

www.emmettsappbuilders.com

4430 NE 83rd Road * Wildwood, FL 34785 * Office: (352) 748-1949 * Fax: (352) 748-1065

REQUEST FOR OWNER DIRECT PURCHASES

ODP REQUEST No. 13

PO 53762

NAME OF PROJECT Sumter County Service Center RFP #142-0-2009/AT

LOCATION 7375 CR 139, Wildwood

Respectfully requesting a Purchase Order is issued to the following Material Supplier (back up documentation attached).

Vendor	Quote #	Product	Total Amount
Florida Air Conditioning Distributors 1440 Massaro Blvd. Tampa, FL 33619	091104	HVAC Rooftop units	\$113,650.00

These Owner Direct Purchases will be deducted along with the tax savings from the Construction Contract by being assigned to a Change Order.

Shelton Cow
Contractor

4/6/2016
Date

Below this line for GC reference

Cc:

☐ Architect

Ed Plaster, KP Studios

CO Number: _____



OFFER OF SALE

JOB NAME: The Villages Sumter County - Service Center

SOLD TO: Sumter County Board Co Commissioners
910 N. Main St, Bushnell, FL 33513

SHIP TO: Sumter County Board Co Commissioners
c/o Emmett Sapp Builders, Inc.
7573 CR 139, Wildwood, FL 34785

DATE: March 5, 2010

Florida Air Conditioning Distributors offers to furnish the equipment and services specified herein at prices stated. Specifically we include:

YORK ROOFTOP UNITS

QTY: 19

Four (4) 3 ton York RTUs (RTU-9, 10, 13, 24), three (3) 4 ton York RTUs (RTU-3, 12, 21), five (5) 5 ton York RTUs (RTU-1, 2, 6, 7, 22), three (3) 6 ½ ton York RTUs (RTU-4, 5, 8), and four (4) 7 ½ ton York RTUs (RTU-11, 14, 23, 25) furnished with:

- R-410a refrigerant factory charged.
- 1000 hour salt spray cabinetry protection (powder coated).
- Single compressor with single independent refrigerant circuit and direct drive supply fan motors (RTU-1, 2, 3, 6, 7, 9, 10, 12, 13, 21, 22, 24).
- Dual compressors with dual independent interlaced refrigerant circuits and belt drive supply fan motors (RTU-4, 5, 8, 11, 14, 23, 25).
- Hinged filter door and tool-less access panels.
- Specified KW electric heater with single point power connection.
- OF low ambient head pressure control.
- Factory coated condenser coil.
- Factory coated evaporator coil.
- Non-powered convenience outlet.
- Filter section with 2" filter racks with one set of throw-away (construction) filters.
- Stainless steel condensate drain pans.
- Phase monitor.
- Barometric relief damper/hood, field installed by others.
- 208-3-60 power supply with factory mounted non-fused disconnect switch.
- Factory mounted variable frequency drive for supply fan motor for RTU-4, 5, 8, 11, 14, 23, 25.

- 16" tall single piece sloped where required roof curb.
- One year parts only warranty.
- Five year compressor parts & compressor labor warranty.

ITEMS NOT INCLUDED

- Thermostats or controls of any kind.
- Ductwork transitions, drops, or backdraft dampers.
- Interface panels between any other DDC control systems.
- Fused disconnect switch.
- Smoke/fire dampers, return air smoke detectors, fire-stats, or any fire/life safeties.
- Flexible connectors external to unit.
- Spare filters, spare belts, or any other spare parts.
- Any controls not listed above.
- Any warranties not specifically mentioned above.

PRICING

Your net cost for the above equipment and services F.O.B. factory, with full freight allowed to first shipping destination within the Continental United States, not including any applicable taxes, rigging, foundation, storage, fees or permits is:

YORK ROOFTOP UNITS **(QTY: 19)** **PRICE: \$113,650.00**

FOB Factory FFA/Net 30
Days/Taxes Excluded

*Pricing is valid for 30 days from date of proposal.

John Grindle
Territory Manager
Florida Air Conditioning Distributors

Florida Air Conditioning Distributors 1440 Massaro Blvd. Tampa FL 33619

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

53763

(Signature)

TO

Trinity Tile Group
Distribution Center
115 SW 49th Ave, Ste 105
Ocala FL 34474

DATE April 8, 2010
DEPT. Facilities Development
BY *(Signature)* BST

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506		1	Lot - Tile	40,004.12	40,004.12
			Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 14 Quote Copy to Emmett Sapp Builders Inc.		
TERMS:				TOTAL	40,004.12

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

DISTRIBUTION:

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WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Emmett Sapp Builders, Inc.

www.emmettsappbuilders.com

4430 NE 83rd Road * Wildwood, FL 34785 * Office: (352) 748-1949 * Fax: (352) 748-1065

REQUEST FOR OWNER DIRECT PURCHASES

ODP REQUEST No. 14

NAME OF PROJECT Sumter County Service Center RFP # 142-0-2009/AT

LOCATION 7375 CR 139, Wildwood

PO
53763

Respectfully requesting a Purchase Order is issued to the following Material Supplier (back up documentation attached).

Vendor	Quote #	Product	Total Amount
Trinity Tile Group Distribution Center 115 SW 49 th Avenue, Ste 105 Ocala, FL 34474	26441	Tile	\$40,004.12

These Owner Direct Purchases will be deducted along with the tax savings from the Construction Contract by being assigned to a Change Order.

Shelton Cow
Contractor

4/6/2010
Date

Below this line for GC reference

Cc:

☐ Architect

Ed Plaster, KP Studios

CO Number: _____

ORDER#
264401

BILL TO:

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS
910 N. MAIN STREET
BUSHNELL
FL 33513

SHIP TO:

GREAT LAKES CARPET
7573 CR 139
WILDWOOD
FL 34785

REMIT TO:

TRINITY TILE GROUP
DISTRIBUTION CENTER
115 SW 49TH AVE., SUITE 105
OCALA
FL 34474

SR DT--CATE REQ--SHIP VIA-----F.O.B.-----ACCOUNT#-----COST P.O.#/JOB-----TERMS-----ORDER REFERENCES--
06/10 7/01/10 TRINITY DELIV PPD-TTS RESPON 018146 39-39 NET C.O.D. 001/0352110/ BW
OD SUMTER CO/OCA/201

ITEM#	DESCRIPTION	SHIP DATE	QTY	ORD	U/M	UNIT PRICE	PRICE
0 STPLIWA1N1224H	Salesperson: DICK PATRICK LIMESTONE WALNUT 12X24 HONED	7/01/10*	3465.00	SF	3.690	12795.95	
0 STPLIGRAY1224H	BACK ORDERED LIMESTONE GRAY 12X24 HONED	7/01/10*	693.00	SF	3.690	2557.17	
0 STPLIEBON1224H	BACK ORDERED LIMESTONE EBONY 12X24 HONED	7/01/10*	693.00	SF	3.690	2557.17	
0 STPLIWA1N0612CB	BACK ORDERED LIMESTONE WALNUT 6X12 COVEBASE	7/01/10*	160.00	EA	7.710	1233.60	
0 STPLIGRAY0612CB	HONED LIMESTONE GRAY 6X12 COVE BASE	7/01/10*	72.00	EA	7.710	555.12	
0 STPLIEBON0612CB	HONED LIMESTONE EBONY 6X12 COVE BASE	7/01/10*	176.00	EA	7.710	1356.96	
0 STPLIGRAY0066H	HONED LIMESTONE GRAY 6X6 HONED	7/01/10*	191.80	SF	4.290	822.82	
0 STPNMLIWA1DES4	NEW MOSAICS LIMESTONE WALNUT DESIGN #4 12X24	7/01/10*	188.00	EA	22.090	4152.92	
0 STPLIWA1N1212HST	LIMESTONE WALNUT 12X12 STAIR TREAD HONED	7/01/10*	130.00	EA	5.390	700.70	

CONTINUED ON NEXT PAGE..

ORDER#
264401

BILL TO:

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS
910 N. MAIN STREET
BUSHNELL
FL 33513

SHIP TO:

GREAT LAKES CARPET
7573 CR 139
WILDWOOD
FL 34785

REMIT TO:

TRINITY TILE GROUP
DISTRIBUTION CENTER
115 SW 49TH AVE., SUITE 105
OCALA
FL 34474

ER DT--DATE REQ--SHIP VIA-----F.O.B.-----ACCOUNT#-----CUST P.O.#/JOB-----TERMS-----ORDER REFERENCES--
06/10 7/01/10 TRINITY DELIV PPD-TTG RESPON 018146 39-39 NET C.O.D. 001/0352110/ SW
OD SUMTER CO/OCA/201

-----ITEM#-----DESCRIPTION-----SHIP DATE--QTY ORD---U/M-----UNIT PRICE-----PRICE--

continued from previous page

0	STPLIWA1212H	LIMESTONE WALNUT 12X12 HONED	7/01/10*	636.35	SF	2.990	1902.59
		BACK ORDERED					
0	STPLIGRAY1212H	LIMESTONE GRAY 12X12 HONED	7/01/10*	254.54	SF	2.990	761.07
		BACK ORDERED					
0	STPLIEBON1212H	LIMESTONE EBONY 12X12 HONED	7/01/10*	646.14	SF	2.990	1931.96
		BACK ORDERED					
0	STPLIGRAY0312EN	LIMESTONE GRAY 3X12 BULLNOSE	7/01/10*	396.00	EA	2.650	1049.40
		HONED					
0	SCHDITRA05	DITRA05 MEMBRANE 3'3" X 16'5"	7/01/10*	1.00	EA	81.710	81.71
		DITRA30 MEMBRANE 3'3" X 98'5"					
0	SCHDITRA30	DITRA30 MEMBRANE 3'3" X 98'5"	7/01/10*	2.00	EA	437.580	875.16
		BACK ORDERED					
0	MAPKBC1010050RG	50LB 101 GRAY KERABOND THINSET	7/01/10*	104.00	EA	7.350	764.40
		BACK ORDERED					
0	MAPKLC31000002GL	2 GAL. 310 KERALASTIC ADDITIVE	7/01/10*	104.00	EA	22.490	2338.96
		BACK ORDERED					

CONTINUED ON NEXT PAGE..

ORDER#
264401

BILL TO:

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS
910 N. MAIN STREET
ECORNELL FL 33513

SHIP TO:

GREAT LAKES CARPET
7573 CR 139
WILDWOOD FL 34785

REMIT TO:

TRINITY TILE GROUP
DISTRIBUTION CENTER
115 SW 49TH AVE., SUITE 105
OCALA FL 34474

ER DT--DATE REQ--SHIP VIA-----F.O.B.-----ACCOUNT#-----CUST P.O.#/JOB-----TERMS-----ORDER REFERENCES--
06/10 7/01/10 TRINITY DELIV PRD-TTG RESPON 018146 39-39 NET C.O.D. 001/0352110/ BW
OD SUMTER CO/OCA/201

ITEM#-----DESCRIPTION-----SHIP DATE--QTY ORD-----U/N-----UNIT PRICE-----PRICE--

continued from previous page

0	MAPREIASTIC4005GL	5	GAL MAPREIASTIC 400 W/FABRIC	7/01/10	5.00	EA	266.860	1334.30
5			Serial# SET					
9			SHIPPING CHARGES					1850.00
			FLORIDA TAX EXEMPTION 85-8012622366C3					
			Weight (Back-Orders): 39524.7 LBS					

TOTAL PRICE \$ 39,611.96
FUEL SURCHARGE \$ 392.15

* CASE / COD * Open Order \$ 40004.12 * CASH / COD *
ER ACKNOWLEDGMENT 352-748-1949 352-519-1713 FAX# 352-748-1065

returns after 30 days. 20% restocking fee on all returns.
cial order and sale items not returnable. No returns on
tiny materials. No returns without original receipt.

TOTAL AMOUNT \$ 40,004.12
Deposit \$.00
Balance Due \$ 40,004.12

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53764

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Automated Buildings Inc
5520 Hansel Ave
Orlando FL 32809

DATE April 8, 2010

DEPT. Facilities Development

BY *[Signature]* BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506		<i>P</i> 1	Lot - HVAC Controls	75,201.00	75,201.00
Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 15 Quote					
Copy to Emmett Sapp Builders Inc.					
TERMS:				TOTAL	75,201.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

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Emmett Sapp Builders, Inc.

www.emmettsappbuilders.com

4430 NE 83rd Road * Wildwood, FL 34785 * Office: (352) 748-1949 * Fax: (352) 748-1065

REQUEST FOR OWNER DIRECT PURCHASES

ODP REQUEST No. 15

NAME OF PROJECT Sumter County Service Center RFP # 142-0-2009/AT

LOCATION 7375 CR 139, Wildwood

PO 53764

Respectfully requesting a Purchase Order is issued to the following Material Supplier (back up documentation attached).

Vendor	Quote #	Product	Total Amount
Automated Buildings, Inc. 5520 Hansel Avenue Orlando, FL 32809	091104	HVAC Controls	\$75,201.00

These Owner Direct Purchases will be deducted along with the tax savings from the Construction Contract by being assigned to a Change Order.

Shelton Casar
Contractor

4/6/2010
Date

Below this line for GC reference

Cc:

☐ Architect

Ed Plaster, KP Studios

CO Number: _____



AUTOMATED BUILDINGS, INC. ®

November 24, 2009

April 6, 2010

PROPOSAL

Customer: Sumter County Board of Co. Commissioners
910 N. Main Street, Bushnell, FL 33513

Ship To: Sumter County Board of Co. Commissioners
C/O Emmett Sapp Builders, Inc.
7537 CR 139, Wildwood, FL 34785

Project: Villages - Sumter County Services Center
Quote # 091104

SCOPE OF WORK:

We propose to provide and install a complete Delta Controls, Native BACnet Delta Controls Direct Digital Control system for the HVAC system as specified. This system shall communicate over the District-Wide WAN Ethernet. All controllers provided by this proposal shall communicate over the new ORCAweb Graphical Server and shall communicate over a high-speed Ethernet backbone. This system shall be installed by trained technicians directly employed by Automated Buildings, Inc.

General: Includes

- Provide and install conduit and free drawn plenum rated cabling as necessary.
- Provide a complete Ethernet networked system communicating on an Ethernet backbone.
- Provide and install Custom Color control drawings.
- Installation Material and Labor.
- Provide one-year warranty on all material and labor.
- Provide owner training.
- Graphics for ORCAweb System.
- Florida state sales tax.
- Engineering, Programming and Commissioning of control system provided.
- Engineer Commissioning Labor as specified.
- Graphical WEBserver Software.

5520 Hansel Ave Orlando FL 32809 (PH: 407-857-0140) (FAX: 407-857-1440)



AUTOMATED BUILDINGS, INC. ®

This proposal includes providing and installing Delta Controllers, BACstats, Temperature Sensors, Humidity Transmitters, Current Sensors, Damper Actuators, Relays, Control Panels, Interior Lighting Control Relays, Exterior Lighting Control Relays, Static Pressure Transmitters, Phase Monitor, Generator Monitoring, Photocell, High Static Limit Switches, Control Damper Actuators, Lobby Auxiliary Exhaust Control System, Smoke Damper Monitoring, UPS Power Supplies, etc. for the following equipment:

Roof Top Units: Total of 19.

VAV Boxes: Total of 9

Exhaust Fans: Total of 8

MAU Units: Total of 3

Supply Fan: Total of 1

Emergency Exhaust Fans: Total of 2

Mini Split Systems: Total of 6

Lighting Contactor Outputs: Total of 53

Generator Monitoring: Total of 1

Smoke Damper Monitoring: Total of 21

Phase Monitoring: Total of 1

Excludes: Providing or installing the following: Painting or patching, demolition, VFD's, Motor Starters, Fire Alarm Shut Down, Motion Detectors and Relay Packs, OSA Control Valves, VAV Boxes, Control Dampers, Automatic Door Openers, and any item not specifically mentioned above.

Total Installed Price: \$75,201.00

This quotation is valid for 30 days.

Submitted By:

Mark T. Zeidler

ACCEPTED BY: _____
Signature Print Name Date

Work Hours: Standard work hours shall be Monday through Friday 7:00AM to 3:30PM excluding Holidays.

5520 Hansel Ave. Orlando Fl. 32809 (PH:407-857-0140) (FAX: 407-857-1440)

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53765

DK

TO

BUSHNELL, FLORIDA 33513-9402

Horizon Metal Works Inc
8965 W Tradeways Court
Homosassa FL 34448

DATE April 8, 2010

DEPT. Facilities Development

BY *[Signature]* *BSA*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506		<i>1</i>	Lot - HVAC ductwork	50,864.00	50,864.00
Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 16 Quote					
Copy to Emmett Sapp Builders Inc.					
TERMS:				TOTAL	50,864.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____

OFFICER OR DEPT. HEAD

DATE: _____

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QUOTE

Horizon Metal Works Inc.

Wanta buy a duct

DATE: 4-6-2010

8965 W. Tradeways Ct., Homosassa, FL 34448
Phone 352-621-8028 Fax 352-621-8029
ron@horizonmetalworks

EXPIRATION DATE

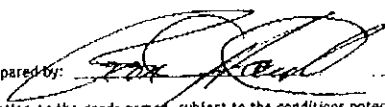
TO

Sumter Co. Board of Co. commissioners
910 N. Main Street, Bushnell, FL 33513

Ship To Sumter Co Board of county Commissioners
c/o Emmett Sapp Builders, Inc.
7573 CR 139 WILDWOOD FL, 34785

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					30 Days	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Sumter Service center Square and rectangular ductwork, slips, drives, 1" 18 gauge strap and delivery. First ten feet lined with 1" 3lb plenum liner. Where specified on plan liner is to be 1" 1 1/2 Lb duct liner This price does include drops tie ins			
TOTAL DISCOUNT					
SUBTOTAL					50,864.00
SALES TAX					EXEMPT
TOTAL					50,864.00

Quotation prepared by: 

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53766



TO

BUSHNELL, FLORIDA 33513-9402

Tom Barrow Company
1958 West New Hampshire St
Orlando FL 32804

DATE April 8, 2010

DEPT. Facilities Development

BY  BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-010-511-6506		1	Lot - Air Distribution Fans Owner Direct Purchase for The Villages Sumter County Service Center See attached supporting documents: ODP Request No. 17 Quote Copy to Emmett Sapp Builders Inc.	36,800.00	36,800.00
TERMS:				TOTAL	36,800.00

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____

OFFICER OR DEPT. HEAD

DATE: _____

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PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53769

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Architecture Studio Inc
114 S. Magolia Ave
Ocala FL 34471

DATE April 8, 2010

DEPT. Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6206	1	Architectural and engineering design services	57,223.48	57,223.48
Board approved contract Invoice #0815-4 attached Invoice evaluation form prepared by Doug Conway attached <i>HISTORIC COURTHOUSE - 1ST FLOOR</i>					
TERMS:				TOTAL	57,223.48

DELIVER TO:

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
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BY:

DATE:

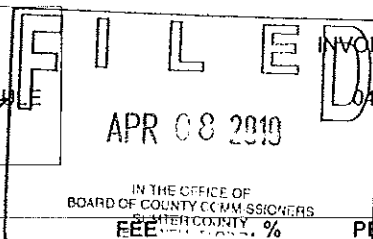
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SUMTER COUNTY BOCC
COUNTY ADMINISTRATION
ARCHITECTURE STUDIO, INC.
STATE ATTORNEY'S & SECURITY VESTIBULE
INVOICE EVALUATION FORM
PREPARED BY DOUG CONWAY



INVOICE # 0815- 4
DATED
04/30, 2009

COPY

SCOPE OF SERVICES	IN THE OFFICE OF BOARD OF COUNTY COMMISSIONERS SUMTER COUNTY, FLORIDA	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
	FEES SCHEDULE COMP, %				

DESIGN TASK

SCHEMATIC DESIGN	\$18,557.37	100.00%	\$18,557.37	\$0.00	\$18,557.37	\$0.00
DESIGN DEVELOPMENT	\$24,743.16	100.00%	\$24,743.16	\$0.00	\$24,743.16	(\$0.00)
CONSTRUCTION DOCUMENTS	\$49,486.32	61.87%	\$23,191.79	\$7,422.95	\$30,614.74	\$18,871.58
BIDDING	\$6,185.79	0.00%	\$0.00	\$0.00	\$0.00	\$6,185.79
CONSTRUCTION ADMINISTRATION	\$24,743.16	0.00%	\$0.00	\$0.00	\$0.00	\$24,743.16
SUB-TOTAL	\$123,715.80	59.75%	\$66,492.32	\$7,422.95	\$73,915.27	\$49,800.53

OTHER DESIGN EFFORTS

CIVIL ENGINEERING	\$6,500.00	100.00%	\$6,500.00	\$0.00	\$6,500.00	\$0.00
REIMBURSABLE	\$2,000.00	100.00%	\$2,000.00	\$0.00	\$2,000.00	\$0.00
SUB-TOTAL	\$8,500.00	100.00%	\$8,500.00	\$0.00	\$8,500.00	\$0.00

TOTAL	\$132,215.80	62.33%	\$74,992.32	\$7,422.95	\$82,415.27	\$49,800.53
PURCHASE ORDER AMOUNT AS OF 04 08 2010	53769					\$57,223.48

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

53771

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Architecture Studio Inc
114 S. Magolia Ave
Ocala FL 34471

DATE April 8, 2010

DEPT. Facilities Development

BY *[Signature]* BSA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6246	1	Architectural and engineering design services Board approved contract Invoice #0852-2 attached Invoice evaluation form prepared by Doug Conway attached <i>SECURITY VESTIBULE PROJECT</i> <i>AMENDMENT #73 4/27/10</i>	37,641.00	37,641.00
TERMS:				TOTAL	37,641.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

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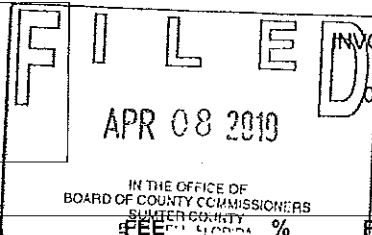
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BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

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SUMTER COUNTY BOCC
COUNTY ADMINISTRATION
ARCHITECTURE STUDIO, INC.
SECURITY VESTIBULE ENTRANCE
INVOICE EVALUATION FORM
PREPARED BY DOUG CONWAY



INVOICE # 0852-2
DATED
03.08.2010

COPY

SCOPE OF SERVICES	SCHEDULE	FEE %	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
-------------------	----------	-------	--------------	------------	----------	---------------------

DESIGN TASK

SCHEMATIC DESIGN	\$18,327.33	100.00%	\$18,327.33	\$0.00	\$18,327.33	(\$0.00)
DESIGN DEVELOPMENT	\$24,436.44	100.00%	\$24,436.44	\$0.00	\$24,436.44	\$0.00
CONSTRUCTION DOCUMENTS	\$48,872.88	100.00%	\$48,872.88	\$0.00	\$48,872.88	\$0.00
BIDDING	\$6,109.11	100.00%	\$3,054.56	\$3,054.56	\$6,109.12	(\$0.00)
CONSTRUCTION ADMINISTRATION	\$24,436.44	20.00%	\$0.00	\$4,887.29	\$4,887.29	\$19,549.15
SUB-TOTAL	\$122,182.20	84.00%	\$94,691.21	\$7,941.85	\$102,633.06	\$19,549.15

OTHER DESIGN EFFORTS

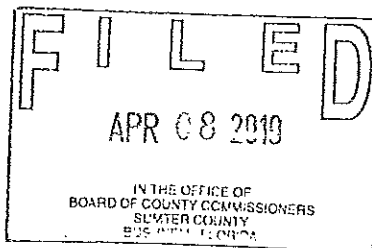
CIVIL ENGINEERING SERVICES	\$7,150.00	0.00%	\$0.00	\$0.00	\$0.00	\$7,150.00
TELECOM, SECURITY	\$11,200.00	100.00%	\$11,200.00	\$0.00	\$11,200.00	\$0.00
ARCHITECTURAL REIMBURSABLE	\$5,000.00	60.00%	\$2,000.00	\$1,000.00	\$3,000.00	\$2,000.00
SUB-TOTAL	\$23,350.00	60.81%	\$13,200.00	\$1,000.00	\$14,200.00	\$9,150.00

TOTAL	\$145,532.20	80.28%	\$107,891.21	\$8,941.85	\$116,833.06	\$28,699.15
-------	--------------	--------	--------------	------------	--------------	-------------

PURCHASE ORDER	AS of 4.8.2010	\$37,641.00
----------------	----------------	-------------

53771

114 S. Magnolia Avenue
Ocala, FL 34471



COPY

Invoice

Date	Invoice #
3/8/2010	0852-2

Bill To
Sumter County Attn. Doug Conway 910 North Main Street Bushnell, FL 33513

P.O. No.	Terms
53771	Due on receipt

Description	Qty	Rate	Amount
Security Vestibule Entrance			
Bidding Phase - 100% Complete			
50% This Invoice	0.5	6,109.11	3,054.56
Construction Administration - 20% Complete	0.2	24,436.44	4,887.29
Reimbursables	0.2	5,000.00	1,000.00
<p><i>Joseph J. Conway</i> <i>4.8.2010</i></p>			
We appreciate your prompt payment.		Total	\$8,941.85

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

53773

(JLC)

TO

Architecture Studio Inc.
114 S Magnolia Ave
Ocala FL 34471

DATE April 8, 2010

DEPT. Facilities Development

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6507		1	Architectural/Engineering Design Services for 1988 Jail Renovation	160,541.00	160,541.00
			RFQ 145-0-2010/AT Contract approved 4/13/10		
			TERMS:	TOTAL	160,541.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY:

DATE:

OFFICER OR DEPT. HEAD

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE COPY - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Enter into contract with Architecture Studio, Inc for RFQ 145-0-2010/AT (Staff recommends approval).

REQUESTED ACTION: Approve contract with Architecture Studio, Inc for RFQ 145-0-2010/AT

☐ Work Session (Report Only) **DATE OF MEETING:** 4/13/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Architecture Studio, Inc
Effective Date: 4/13/2010 Termination Date: 5/2/2011
Managing Division / Dept: Facilities Development & Maintenance

BUDGET IMPACT: \$160,541
☐ Annual **FUNDING SOURCE:** Series 2006 Construction
☒ Capital **EXPENDITURE ACCOUNT:** 307-290-523-6507
☐ N/A

HISTORY/FACTS/ISSUES:

The Board of Sumter County Commissioners approved contract negotiations for RFQ 145-0-2010/AT Architectural / Engineering Design Services for 1988 Jail Renovation.

Negotiations took place between Sumter County and Architecture Studio Inc., Wednesday, 3/24/10.

Please see attached AIA contract documents.

ARCHITECTURE STUDIO, INC. ■■■■■■■■■■

Amanda Taylor
Design Services Format
March 22, 2010, Rev. 3/23/10
Page Two

7. Current Use: Break Room / Filing
Proposed Use: Medical Annex
8. Current Use: Kitchen
Proposed Use: Training Defense Tactics Suggest locate to Medical Unit
9. Current Use: Laundry
Proposed Use: Chemical and Gardening supplies

It is understood that all construction / renovation activities will reside inside the existing footprint of the 1988 Main Jail building, except for the new connecting corridor.

SCOPE OF SERVICES

TASK 1 – Programming Review and Evaluation Phase

Coordinate with Sumter County Jail Officials and selected Owner's team to determine space needs. This will be a detailed program to identify all required spaces necessary for the occupants. We will also review the existing program to verify if it is current, and if it includes all users.

TASK 1 Programming Review and Evaluation Phase	
Review existing County Jail requirements.	
Develop evaluation summary of existing vs. proposed planning study for team review.	
Schedule – 30 working days + Owner review	Fee \$5,850

TASK 2 As Built Documentation Phase	
Field visit and reconcile / coordinate each room within the existing 1988 Main Jail with existing conditions of Owner provided drawings.	
AutoCAD transfer of existing floor plans and required details and update based on field visit findings (Required for Architectural, MEP, and Fire Protection). Owner to provide CAD drawings from recent fire alarm upgrades.	
This Task can be performed concurrently with Task 1 Approximate Area 16,950 Sq. Ft.	
Discount 50% of Fee \$6,695	Base Fee \$13,390
Schedule – 14 working days + Owner review	Revised Fee \$6,695

ARCHITECTURE STUDIO, INC. ■■■■■■■■

Amanda Taylor
Design Services Format
March 22, 2010, Rev. 3/23/10
Page Three

TASK 3 Civil Engineering and Survey Services	
Civil Engineering Plus Application Fees (To be determined)	Fee \$11,825
Survey Services	Fee \$1,650
Total Task 3	Fee \$13,475

TASK 4 Construction Documents	
Schematic Design - Conceptual floor plans and establish scope of work.	
Design Development - Floor plan with develop details, update project estimate to determine that the project is within project budget.	
Construction Documents - Prepare permit documents.	
Bidding or Negotiation Activities - Prepare bid document, participate in pre bid conference, evaluate proposals.	
Construction Contract Administration - To include but not limited to review: RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment, and project close-out.	
Fee shall be based on a percentage of construction cost, based on the State of Florida Department of Management Services (DMS), and A/E Fee Guide Calculator	
Using attached DMS Fee Calculator Complexity Group "C" Repairs and Renovations (8.56%) Discount 5% of Fee \$5,780	Base Fee \$115,601 Revised Fee \$109,821

TASK 5 Building Systems Modifications	
The remedial "add/subtract to the existing head end for data/communication and security.	\$4,180
Upgrade in existing place the security head end.	\$9,020
Total Task 5	Total Fee \$13,200

ARCHITECTURE STUDIO, INC. ■■■■■■■■

Amanda Taylor
Design Services Format
March 22, 2010, Rev. 3/23/10
Page Four

*Reimbursables	
Architectural and Engineering	\$6,500
Civil Engineering	\$1,000
Proposed Application Fee	\$1,000
Geotechnical Services	\$3,000
Total Reimbursables	Total Fee \$11,500

***We suggest a separate Purchase Order for Reimbursables using \$3,000 increments, with Owner approval.**

TASK 1 – Programming Review and Evaluation Phase	\$5,850
TASK 2 – As Built Documentation Phase	\$6,695
TASK 3 – Civil Engineering and Survey Services	\$13,475
TASK 4 – Construction Documents	\$109,821
TASK 5 – Building Systems Modifications	\$13,200
Reimbursables	\$11,500
Total	Total Fee \$160,541

Attached are the State of Florida, Department of Management Services Fee Guide Calculator and our Fee Schedule. Thank you for your consideration.

Sincerely,



Joseph A. Rispoli
Project Manager



Erik Garcia
Project Architect

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

53775
(Signature)

TO

BUSHNELL, FLORIDA 33513-9402

April 16, 2010

DATE

Architecture Studio Inc
114 S Magnolia Ave
Ocala FL 34471

DEPT. Facilities Development

BY *(Signature)*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305	100-519-6206		Architectural and engineering design services for Historic Courthouse		
305	100-519-6242		1st Floor	18,440.00	18,440.00
305	100-519-6243		2nd Floor	41,760.00	41,760.00
305	100-519-6240		3rd Floor	43,506.44	43,506.44
			Exterior	6,150.00	6,150.00
			Blanket Purchase Order for AIA Document B163 Agreement entered into September 4, 2007 between Sumter County Board of Commissioners and Architecture Studio, Inc. for design services for Sumter County Continuing Contract contract copy attached		
				TOTAL	109,856.44

A-73 will cover
305-100-519-6240 funds.

TERMS:

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

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- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

SUMTER COUNTY BOCC
COUNTY ADMINISTRATION
ARCHITECTURE STUDIO, INC.
HISTORIC COURTHOUSE AMEND # 2
INVOICE EVALUATION FORM
PREPARED BY DOUG CONWAY

FILED
APR 08 2010

INVOICE # 0929-1
DATED
03.10.2010

SCOPE OF SERVICES	IN THE COUNTY OF ROAD DISTRICT NO. 1 FEE SCHEDULE	PERCENTAGE COMP.	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
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HISTORIC COURTHOUSE 1ST FL

AS BUILT	\$1,520.00	100.00%	\$0.00	\$1,520.00	\$1,520.00	\$0.00
MEP - FIRE PROTECTION FINISHES & ADA	\$8,920.00	0.00%	\$0.00	\$0.00	\$0.00	\$8,920.00
FIRE PUMP RELOCATION	\$8,000.00	80.00%	\$0.00	\$6,400.00	\$6,400.00	\$1,600.00
SUB-TOTAL	\$18,440.00	42.95%	\$0.00	\$7,920.00	\$7,920.00	\$10,520.00

HISTORIC COURTHOUSE 2ND FL

AS BUILT	\$6,080.00	100.00%	\$0.00	\$6,080.00	\$6,080.00	\$0.00
MEP - FIRE PROTECTION FINISHES & ADA	\$35,680.00	0.00%	\$0.00	\$0.00	\$0.00	\$35,680.00
SUB-TOTAL	\$41,760.00	14.56%	\$0.00	\$6,080.00	\$6,080.00	\$35,680.00

HISTORIC COURTHOUSE 3RD FL

AS BUILT	\$5,825.00	100.00%	\$0.00	\$5,825.00	\$5,825.00	\$0.00
MEP - FIRE PROTECTION FINISHES & ADA	\$34,181.44	0.00%	\$0.00	\$0.00	\$0.00	\$34,181.44
ATTIC SPACE AS BUILT	\$1,000.00	100.00%	\$0.00	\$1,000.00	\$1,000.00	\$0.00
ATTIC SPACE MEP - FIRE, FINISHES & ADA	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,500.00
SUB-TOTAL	\$43,506.44	15.69%	\$0.00	\$6,825.00	\$6,825.00	\$36,681.44

HISTORIC COURTHOUSE EXTERIOR

BUILDING ENVELOPE SURVEY	\$6,150.00	100.00%	\$0.00	\$6,150.00	\$6,150.00	\$0.00
SUB-TOTAL	\$6,150.00	100.00%	\$0.00	\$6,150.00	\$6,150.00	\$0.00
TOTAL FOR AMENDMENT # 2	\$109,856.44	24.55%	\$0.00	\$26,975.00	\$26,975.00	\$82,881.44

PURCHASE ORDER AMOUNT P053775 \$109,856.44

Standard Form of Agreement Between Owner and Architect with Descriptions of Designated Services and Terms and Conditions

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

1993 EDITION

TABLE OF ARTICLES

PART 1—FORM OF AGREEMENT

ARTICLE 1.1	SCHEDULE OF DESIGNATED SERVICES
ARTICLE 1.2	COMPENSATION
ARTICLE 1.3	PAYMENTS
ARTICLE 1.4	TIME AND COST
ARTICLE 1.5	ENUMERATION OF DOCUMENTS
ARTICLE 1.6	OTHER CONDITIONS OR SERVICES

PART 2—DESCRIPTIONS OF DESIGNATED SERVICES

ARTICLE 2.1	DESIGNATED SERVICES
ARTICLE 2.2	PHASES OF DESIGNATED SERVICES
ARTICLE 2.3	DESCRIPTIONS OF DESIGNATED SERVICES
ARTICLE 2.4	DESCRIPTIONS OF SUPPLEMENTAL SERVICES

PART 3—TERMS AND CONDITIONS

ARTICLE 3.1	ARCHITECT'S RESPONSIBILITIES
ARTICLE 3.2	OWNER'S RESPONSIBILITIES
ARTICLE 3.3	CONTRACT ADMINISTRATION
ARTICLE 3.4	USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
ARTICLE 3.5	COST OF THE WORK
ARTICLE 3.6	PAYMENTS TO THE ARCHITECT
ARTICLE 3.7	DISPUTE RESOLUTION
ARTICLE 3.8	MISCELLANEOUS PROVISIONS
ARTICLE 3.9	TERMINATION, SUSPENSION OR ABANDONMENT



PROJECT:

DATE:

AIA DOCUMENT B193 - OWNER-ARCHITECT AGREEMENT FOR DESIGNATED SERVICES - COPYRIGHT 1993 AIA.
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, DC, 20006-5292

B103-187

ARTICLE IV: SCHEDULE OF DESIGNATED SERVICES

PROJECT:	Supplemental Services
PROJECT #:	
DATE:	

RESPONSIBILITY	METHOD OF COMPENSATION	REMARKS AND EXCEPTIONS
A	1	Special Studies
A	1	Tenant Related Services
A	1	Special Furniture Design
A	1	FF&E Services
A	1	Special Occupancy Consultation
A	1	Special Building Type Consultation
A	1	Pre-Award Costs
A	1	Graphic Design
A	1	Renderings
A	1	Model Construction
A	1	3D BIM Production
A	1	Motion Picture and Videotape
A	1	Life Cycle Cost Analysis
A	1	Value Analysis
A	1	Energy Studies
A	1	Quantity Surveys
A	1	Detailed Cost Estimating
A	1	Environmental Monitoring
A	1	Expert Witness
A	1	Materials and System Testing
A	1	Demonstration Services
A	1	MS&UG Services
A	1	Coordination of Designated Services
A	1	FF&E Purchasing/Installation
A	1	Computer Applications
A	1	Project Preparation/Public Relations
A	1	Leasing Brochures
A	1	Pre-Contract Administration/Management
A	1	Extended Bidding
A	1	Extended Contract Administration/Management
O		
T		
H		
E		
R		
G		
V		
C		
S		

*R: RESPONSIBILITY

- A Architect
- O Owner
- N Not Provided

*M: METHOD OF COMPENSATION

1. Multiple of Direct Personnel Expense
2. Professional Fee Plus Expenses
3. Percentage of Construction Cost
4. Stipulated Sum
5. Hourly Billing Rates
6. Multiple of Amounts Billed to Architect
7. Other: See Exhibit "A"

In conjunction with the descriptions of terms and conditions of this Agreement, the Designated Services, where identified above by appropriate initial, shall be provided by the Owner or the Architect or not all. In conjunction with the compensation and payment terms of this Agreement, the Owner shall compensate the Architect for such designated services performed by the Architect on the basis of the Method of Compensation identified above by an appropriately keyed number, appropriately keyed number.

KEY

- ☒ All services performed in normal chronological order.
- ☐ Services performed out of normal sequence, or not typically provided during these phases, as in FAST-TRACK construction. Such services may warrant special requirements as to responsibility and/or compensation.

OWNER

(Signature)

ARCHITECT

(Signature)

FORM OF AGREEMENT Between Owner and Architect for Designated Services

AGREEMENT

made as of the fourth

(In words, indicate day, month and year.)

day of September

in the year of

Two Thousand and Seven

BETWEEN the Owner:

(Name and address)

Sumter County Board of Commissioners
209 North Florida Street
Bushnell, Florida 33513

and the Architect:

(Name and address)

Architecture Studio, Inc.
114 South Magnolia Ave.
Ocala, Florida 34471

For the following Project:

(Include a detailed description of Project, location, address and scope.)

Design Services for Sumter
County Continuing Contract

The Owner and the Architect agree as set forth below.

Projects shall be on a project by project basis.

The Owner and the Architect agree as set forth below.

ARTICLE 1.2
COMPENSATION

The Owner shall compensate the Architect as follows.

1.2.1 For Designated Services, as identified in the Schedule of Designated Services, described in the Description of Designated Services, and any other services included in Article 1.6, compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

See Attached Exhibit "A"

1.2.2 For Contingent Additional Services of the Architect, as described in the Terms and Conditions, but excluding Contingent Additional Services of Consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

See Attached Exhibit "A"

1.2.3 For Contingent Additional Services of the Architect's Consultants, including additional structural, mechanical and electrical engineering, and those identified in Article 1.6 and in the Schedule of Designated Services or as part of the Architect's Contingent Additional Services under the Terms and Conditions, compensation shall be computed as a multiple of
() times the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 6, if required.)

See Attached Exhibit "A"

1.2.4 For Reimbursable Expenses, as described in Article 3.7 of the Terms and Conditions, and any other items included in Article 1.6 as a Reimbursable Expense, the compensations shall be computed as a multiple of
() times the expense incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

See Attached Exhibit "A"

1.2.5 If the Designated Services identified in the Schedule of Designated Services have not been completed within
() months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.2.2. **See Attached Exhibit "A"**

1.2.6 The rates and multiples set forth for Contingent Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect. **See Attached Exhibit "A"**

ARTICLE 1.3

PAYMENTS

1.3.1 An initial payment of one dollars (\$ 1.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for Designated Services shall be made monthly, and where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in the Agreement.

1.3.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Designated Services in each phase shall be made monthly and shall be in proportion to services performed within each Phase of Services, so that Compensation for each Phase shall equal the following amounts or percentages of the total compensation payable for such Designated Services.

(Insert or delete phases as appropriate.)

Phase

Amount or Percentage

Pre-Design Phase: Hourly as per Exhibit "A"
Site Analysis Phase: Hourly as per Exhibit "A"
Schematic Design Phase: 15%
Design Development Phase: 20%
Contract Documents Phase: 40%
Bidding or Negotiation Phase: 5%
Contract Administration Phase: 20%
Post-Contract Phase: Hourly as per Exhibit "A"

1.3.3 Payments are due and payable (30) days from the date of the Architect's Invoice. Amounts unpaid (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1% per month per FL. State 218.74

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 1.4

TIME AND COST

1.4.1 Unless otherwise indicated, the Owner and the Architect shall perform their respective obligations as expeditiously as is consistent with normal skill and care and the orderly progress of the Project. Upon the request of the Owner, the Architect shall prepare a schedule for the performance of the Designated Services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule upon approval by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. If the Architect is delayed in the performance of services under this Agreement by the Owner, the Owner's Consultants, or any other cause not within the control of the Architect, any applicable schedule shall be adjusted accordingly.

(Insert time requirements, if any.)

1.4.2 The Owner shall establish and update an overall budget for the Project, which shall include the Cost of the Work; contingencies for design, bidding and changes in the Work during construction; compensation of the Architect, Architect's consultants and the Owner's other consultants; cost of the land, rights-of-way and financing; and other costs that are the responsibility of the Owner as indicated by the Terms and Conditions or Designated Services. Prior to the establishment of such a budget, the Owner and the Architect may agree on Designated Services that include the utilization of the Architect's or other consultants' services to assist the Owner with market, financing and feasibility studies deemed necessary for development of such a budget for the Project.

1.4.3 No fixed limit of the Cost of the Work shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed to below or by separate Amendment made in writing and signed by the parties hereto. Any fixed limit of the Cost of the Work shall be subject to the limitations and definitions contained in the Terms and Conditions under Part 3 of this Agreement.

(If no fixed limit, leave blank.)

ARTICLE 1.5

ENUMERATION OF DOCUMENTS

1.5.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

1.5.2 The parts of this Agreement between the Owner and Architect, except for amendments issued after execution of this Agreement, are enumerated as follows: **See Attached Exhibit "A"**

1.5.2.1 Form of Agreement Between Owner and Architect, AIA Document B163—Part 1, 1993 Edition;

1.5.2.2 Descriptions of Designated Services for AIA Document B163, AIA Document B163—Part 2, 1993 Edition;

1.5.2.3 Terms and Conditions of AIA Document B163, AIA Document B163—Part 3, 1993 Edition.

1.5.2.4 Other Documents, if any, forming a part of the contract are as follows:

(Insert any additional documents, but only if they are intended to be part of the contract between the Owner and the Architect.)

Exhibit "A"

Exhibit "B"

.....ARTICLE 1.6

OTHER CONDITIONS OR SERVICES

(Insert modifications to the Descriptions of Services contained in Part 2 and to the Terms and Conditions contained in Part 3 of this Agreement.)

This Agreement entered into as of the day and year first written above.

This contract is for one year with two-year extensions, as per project completion.

There shall be an annual cost-of-living adjustment based on the C.P.I. (Consumer Price Index)

OWNER

Michael E. Francis
(Signature)

Michael E. Francis, Chairman

(Printed name and title)

ARCHITECT

Ronald C. Gyzwikiewicz
(Signature)

RONALD C. GYZWIKIEWICZ

(Printed name and title)

SENIOR PARTNER

Joseph Rispoli
(Signature)

JOSEPH RISPOLI
(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

Exhibit "A"
REVISED

August 22, 2007

Sumter County Board of Commissioners
Attn: Tina Chavez
209 North Florida Street
Bushnell, FL 33513

RE: DESIGN SERVICES FOR SUMTER COUNTY CONTINUING CONTRACT

Dear Tina:

Due to the unknown future projects and its associated complexity we are proposing four different compensation methods that will allow both the County and our Firm many diverse options that will benefit both parties.

HOURLY BASIS

Basis of compensation shall be time and material; rates are indicated as per attached Hourly Schedule.

FIXED FEE QUOTE

Basis of compensation shall be based on Scope of Services and complexity of project and shall be quoted per Project.

PERCENTAGE OF CONSTRUCTION

Basis of compensation shall *utilize the "DMS Curve" for Engineering Services as a base for the fee structure. Our firm will deduct 10% off the DMS percentage recommended for the basis of design.* This curve utilized cost of construction and complexity of project to estimate a fee.

COORDINATION WITH CONSULTANTS / VENDORS

Coordination of our work with Consultants that are typically not included in our Scope of Work or work that is to be performed through our Firm on a project of limited scope or involvement. This service shall be billed on an hourly basis in projects of less than \$7,500 Consultant Fee or 10% of the contracted fee (i.e. retaining an asbestos testing company, Traffic Studies, Acoustical Engineer, etc.).

REUSE OF PROTOTYPE DESIGNS

- a) *Percentage of original design cost for design fee (Schematic Design, Design Development, and Construction/Contract Documents.*

This fee shall be based on 55% of the original A/E Fee minus any Civil Engineering costs.

- b) *Percentage of the initial document design fee for Civil Engineering for a new site.*

Each new site will require a new Civil Engineering fee.

- c) *Percentage of the Initial Construction Administration fee for oversight of construction, shop drawing review, and other basic services for the CA Phase.*

The fee for these services shall be included in the 55% Reuse Fee except for any Bid Document Distribution or County Front End Document Coordination. This shall be billed at the Contract Hourly Rates.

- d) *What if a code amendment, new code adoption, or other public mandates impact the design or construction prototype?*

The fee for this service shall be based on our approved Contract Hourly Rate. This shall also include any Owner requested changes or modifications.

- e) *What if modifications to the prototype design are agreed to be excessive?*

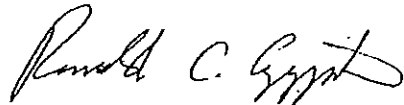
If modifications are excessive and not cost effective, our Firm can provide a new more cost effective pricing structure with Owner approval.

Thank you for your consideration.

Sincerely,



Joseph A. Rispoli
Project Manager



Ronald C. Czyznik
Project Architect

**SUMTER COUNTY
CONTINUING CONTRACT
AUGUST 22, 2007**

HOURLY BILLING RATES*

Personnel Classification	Hourly Billing Rate
Principal	\$135.00
Architect	\$110.00
CAD Technician	\$65.00
Clerical	\$45.00

SERVICE RELATED DIRECT EXPENSES*

Item	Quantity	Cost
Overnight Mail		Direct Cost + 10%
Blueprinting 24" x 36"	Per Sheet	Direct Cost + 10%
Photocopies 8½" x 11"	Per Sheet	\$0.25
Photocopies 11" x 17"	Per Sheet	\$0.75
Color Copies 8½" x 11"	Per Sheet	\$2.00
Color Copies 11" x 17"	Per Sheet	\$3.00
Reproducible Vellums	Per Sheet	\$11.00
CAD CD File Disk	Each	\$25.00
Travel Charges for Trips outside Marion County	Per Mile	Sumter County Standard \$0.445
Renderings	Each	As per Quote

**Billable Rates shall be reviewed on the Contracts annually and adjusted for inflation (Consumer Price Index).*



DESCRIPTIONS OF DESIGNATED SERVICES FOR THE AGREEMENT BETWEEN OWNER AND ARCHITECT

AIA Document B163 - Part 2

The current edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted by reference under the Construction Phase of this Document. Do not use with other general conditions unless this document is modified.

ARTICLE 2.1 DESIGNATED SERVICES

2.1.1 In accordance with the Schedule of Designated Services completed under Part 1 of this Agreement, the Owner and Architect shall provide the phases and services designated therein and described herein. Unless the responsibility for a Project phase or service is specifically allocated in the Schedule of Designated Services to the Owner or Architect, such phase or service shall not be a requirement of this Agreement.

ARTICLE 2.2 PHASES OF DESIGNATED SERVICES

2.2.1 Pre-Design Phase. The Pre-Design Phase is the stage in which the Owner's program, the financial and time requirements, and the scope of the Project are established.

2.2.2 Site Analysis Phase. The Site Analysis Phase is the stage in which site-related limitations and requirements for the Project are established.

2.2.3 Schematic Design Phase. The Schematic Design Phase is the stage in which the general scope, conceptual design, and the scale and relationship of components of the Project are established.

2.2.4 Design Development Phase. The Design Development Phase is the stage in which the size and character of the Project are further refined and described, including architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

2.2.5 Contract Documents Phase. The Contract Documents Phase is the stage in which the requirements for the Work are set forth in detail.

2.2.6 Bidding or Negotiation's Phase. The Bidding or Negotiation Phase is the stage in which bids or negotiated proposals are solicited and obtained and in which contracts are awarded.

2.2.7 Contract Administration Phase. The Contract Administration Phase is the stage in which the Work is performed by one or more Contractors.

2.2.8 Post-Contract Phase. The Post-Contract Phase is the stage in which assistance in the Owner's use and occupancy of the Project is provided.

2.2.9 Sequence of Phases. The services for the above phases are generally performed in a chronological sequence following the order of phases shown in Paragraphs 2.2.1 through 2.2.8.

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- .09 Regional agencies
 - .10 Federal agencies
 - .11 User organizations
 - .12 Community organizations
 - .13 Consumer interest organizations
 - .14 Environmental interest groups.
- .04 Owner-Supplied Data Coordination, including:**
- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner
 - .02 Assistance in establishing criteria
 - .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.
- .05 Schedule Development/Monitoring services, including:**
- .01 Establishment of initial schedule for Architect's services, decision-making, design, documentation, contracting and construction, based on determination of scope of Architect's services
 - .02 Review and update of previously established schedules during subsequent phases.
- .06 Preliminary Estimate of the Cost of the Work, including:**
- .01 Preparation of a preliminary estimate of the Cost of the Work
 - .02 Review and update the preliminary estimate of the Cost of the Work during subsequent phases.
- .07 Presentation services consisting of presentations and recommendations by the Architect to the following client representatives:**
- .01 Owner
 - .02 Building committee(s)
 - .03 Staff committee(s)
 - .04 User group(s)
 - .05 Board(s) of Directors
 - .06 Financing entity (entities)
 - .07 Owner's consultant(s).

PRE-DESIGN SERVICES

- .08 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:**
- .01 Design objectives, limitations and criteria
 - .02 Development of initial approximate gross facility areas and space requirements
 - .03 Space relations
 - .04 Number of functional responsibilities personnel
 - .05 Flexibility and expandability
 - .06 Special equipment and systems
 - .07 Site requirements
 - .08 Development of a preliminary budget for the Work based on programming and scheduling studies
 - .09 Operating procedures
 - .10 Security criteria
 - .11 Communications relationships
 - .12 Project schedule.
- .09 Space Schematics/Flow Diagrams consisting of diagrammatic studies and pertinent descriptive text for**
- .01 Conversion of programmed requirements to net area requirements
 - .02 Internal functions
 - .03 Human, vehicular and material flow patterns
 - .04 General space allocations
 - .05 Analysis of operating functions

- .06 Adjacency
- .07 Special facilities and equipment
- .08 Flexibility and expandability.

.10 Existing Facilities Surveys consisting of researching, assembling, reviewing and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

- .01 Photography
- .02 Field measurements
- .03 Review of existing design data
- .04 Analysis of existing structural capabilities
- .05 Analysis of existing mechanical capabilities
- .06 Analysis of existing electrical capabilities
- .07 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.

.11 Marketing Studies relating to determination of social, economic and political need for and acceptability of the Project and consisting of:

- .01 Determination with Owner of the scope, parameters, schedule and budget for marketing studies
- .02 Identification, assembly, review and organization of existing pertinent data
- .03 Arrangement of clearances for use of existing data
- .04 Mail survey studies
- .05 Personal survey studies
- .06 Analysis of data
- .07 Assistance in obtaining computerized analysis and modeling
- .08 Computerized analysis and modeling
- .09 Preparation of interim reports
- .10 Preparation of final report
- .11 Assistance in production of final report.

.12 Economic Feasibility Studies consisting of the preparation of economic analysis and feasibility evaluation of the Project based on estimates of:

- .01 Total Project cost
- .02 Operation and ownership cost
- .03 Financing requirements
- .04 Cash flow for design, construction and operation
- .05 Return on investment studies
- .06 Equity requirements.

.13 Project Financing services as required in connection with:

- .01 Assistance to Owner in preparing and submitting data, supplementary drawings and documentation
- .02 Research of financing availability
- .03 Direct solicitation of financing sources by the Architect.

Project financing services are required for:

- .04 Development costs
- .05 Site control and/or acquisition
- .06 Predesign and site analysis services
- .07 Planning, design, documentation and bidding services
- .08 Interim or construction financing
- .09 Permanent or long-term financing.

SITE DEVELOPMENT SERVICES

.14 Site Analysis and Selection consisting of:

- .01 Identification of potential site(s)
 - .02 On-site observations
 - .03 Movement systems, traffic and parking studies
 - .04 Topography analysis
 - .05 Analysis of deed, zoning and other legal restrictions
 - .06 Studies of availability of labor force to staff Owner's facility
 - .07 Studies of availability of construction materials, equipment and labor
 - .08 Studies of construction market
 - .09 Overall site analysis and evaluation
 - .10 Comparative site studies
- .15 Site Development Planning** consisting of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs, based on:
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Ecological requirements
 - .09 Deeds, zoning and other legal restrictions
 - .10 Landscape concepts and forms.
- .16 Detailed Site Utilization Studies** consisting of detailed site analyses, based on the approved conceptual site development design, including:
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Utilities systems
 - .07 Surface and subsurface conditions
 - .08 Review of soils report
 - .09 Vegetation
 - .10 Slope analysis
 - .11 Ecological studies
 - .12 Deeds, zoning and other legal restrictions
 - .13 Landscape forms and materials.
- .17 On-Site Utility Studies** consisting of establishing requirements and preparing initial designs for on-site:
- .01 Electrical service and distribution
 - .02 Gas service and distribution
 - .03 Water supply and distribution
 - .04 Site drainage
 - .05 Sanitary sewer collection and disposal
 - .06 Process waste water treatment
 - .07 Storm water collection and disposal
 - .08 Central-plant mechanical systems
 - .09 Fire systems
 - .10 Emergency systems
 - .11 Security
 - .12 Pollution control
 - .13 Site illumination

- .04 Study model(s).
- .05 Final materials selection
- .06 Equipment layouts.

.03 during the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

.24 Structural Design/Documentation:

- .01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - .01 A predetermined structural system
 - .02 Alternate structural systems.
- .02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - .01 Basic structural system and dimensions
 - .02 Final structural design criteria
 - .03 Foundation design criteria
 - .04 Preliminary sizing of major structural components
 - .05 Critical coordination clearances
 - .06 Outline Specifications or materials lists.
- .03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

.25 Mechanical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Energy source(s)
 - .02 Energy conservation
 - .03 Heating and ventilating
 - .04 Air conditioning
 - .05 Plumbing
 - .06 Fire protection
 - .07 General space requirements
- .02 During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts
 - .03 Required space for equipment
 - .04 Required chases and clearances
 - .05 Acoustical and vibration control
 - .06 Visual impacts
 - .07 Energy conservation measures.
- .03 During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

.26 Electrical Design/Documentation:

- .01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

- .01 Power service and distribution
 - .02 Lighting
 - .03 Telephones
 - .04 Fire detection and alarms
 - .05 Security systems
 - .06 Electronic communications
 - .07 Special electrical systems
 - .08 General space requirements.
- .02 During the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:
- .01 Criteria for lighting, electrical and communications systems
 - .02 Approximate sizes and capacities of major components
 - .03 Preliminary equipment layouts
 - .04 Required space for equipment
 - .05 Required chases and clearances.
- .03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.
- .27 Civil Design/Documentation:**
- .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
- .01 On-site utility systems
 - .02 Fire protection systems
 - .03 Drainage systems
 - .04 Paving.
- .02 During the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work
- .03 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- .28 Landscape Design/Documentation:**
- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants
- .02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work
- .03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- .29 Interior Design/Documentation:**
- .01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
- .01 Partition locations
 - .02 Furniture and equipment layouts
 - .03 Types and qualities of finishes for materials and furniture, furnishings and equipment.

- .02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Interior construction of the Project
 - .02 Special interior design features
 - .03 Furniture, furnishings and equipment selections
 - .04 Materials, finishes and colors.
- .03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
- .30 **Special Design/Documentation, including:**
 - .01 Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work
 - .02 Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work
 - .03 Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work
 - .04 Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions of the Work.
- .31 **Materials Research/Specifications:**
 - .01 During the Schematic Design Phase consisting of:
 - .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - .03 Coordination of similar activities of other disciplines.
 - .02 During the Design Development Phase consisting of activities by in-house architectural personnel in:
 - .01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval
 - .02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
 - .03 Coordination of similar activities of other disciplines
 - .04 Production of design manual including design criteria and outline Specifications or materials lists.
 - .03 During the Contract Documents Phase consisting of activities of in-house architectural personnel in:
 - .01 Assistance to the Owner in development and preparation of bidding and procurement information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s)
 - .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions)
 - .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by other disciplines
 - .05 Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

BIDDING OR NEGOTIATION SERVICES

- .32 **Bidding Materials** services consisting of organizing and handling Bidding Documents for:
 - .01 Coordination
 - .02 Reproduction
 - .03 Completeness review

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- .04 Distribution
 - .05 Distribution records
 - .06 Retrieval
 - .07 Receipt and return of document deposits
 - .08 Review, repair and reassembly of returned materials.
- .33 Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- .34 Bidding/Negotiation services** consisting of:
- .01 Assistance to Owner in establishing list of Bidders or proposers
 - .02 Prequalification of Bidders or proposers
 - .03 Participation in pre-bid conferences
 - .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
 - .05 Attendance at bid opening(s)
 - .06 Documentation and distribution of bidding results.
- .35 Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
- .36 Special Bidding services** consisting of:
- .01 Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased Work
 - .02 Technical evaluation of proposals for building systems.
 - .03 Participation in detailed evaluation procedures for building systems proposals.
- .37 Bid Evaluation services** consisting of:
- .01 Validation of bids or proposals
 - .02 Participation in reviews of bids or proposals
 - .03 Evaluation of bids or proposals
 - .04 Recommendation on award of Contract(s)
 - .05 Participation in negotiations prior to or following decisions on award of the Contract(s).
- .38 Contract Award services** consisting of:
- .01 Notification of Contract award(s)
 - .02 Assistance in preparation of construction contract Agreement forms for approval by Owner
 - .03 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s)
 - .04 Receipt, distribution and processing, for Owner's approval, of required certificates of insurance, bonds and similar documents
 - .05 Preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.

CONTRACT ADMINISTRATION SERVICES

- .39 Submittal Services** consisting of:
- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents
 - .02 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required
 - .03 Maintenance of master file of submittals
 - .04 Related communications.
- .40 Observation Services** consisting of visits to the site at intervals appropriate to the stage of the work or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents;

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preparing related reports and communications.

- .41 Project Representation** consisting of selection, employment and direction of:
- .01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be as described in the edition of AIA Document B352 current as of the date of this Agreement or as set forth in an exhibit to be incorporated in this Agreement under Article 1.6.
- .42 Testing and Inspection Administration** relating to independent inspection and testing agencies, consisting of:
- .01 Administration and coordination of field testing required by the Contract Documents
 - .02 Recommending scope, standards, procedures and frequency of testing and inspections
 - .03 Arranging for testing and inspection on Owner's behalf
 - .04 Notifying inspection and testing agencies of status of Work requiring testing and inspection
 - .05 Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - .06 Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.
- .43 Supplemental Documentation** services consisting of:
- .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner
 - .02 Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
- .44 Quotation Requests/Change Orders** consisting of:
- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified
 - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials
 - .03 Review and recommendations relative to changes in time for Substantial Completion
 - .04 Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- .45 Contract Cost Accounting** services consisting of:
- .01 Maintenance of records of payments on account of the Contract Sum and all changes thereto
 - .02 Evaluation of Applications for Payment and certification thereof
 - .03 Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.
- .46 Furniture, Furnishings and Equipment Installation Administration** consisting of:
- .01 Assistance to the Owner in coordinating schedules for delivery and installation of the Work
 - .02 Review of final placement and inspection for damage, quality, assembly and function to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.
- .47 Interpretations and Decisions** consisting of:
- .01 Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents
 - .02 Rendering written decisions within a reasonable time and following the procedures as set forth in the General Conditions of the Contract for Construction, AIA Document A201, current as of the date of this Agreement, or the General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A271, current as of the date of this Agreement, for Resolution of Claims and disputes.
- .48 Project Closeout** services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit

occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected
- .02 Determination of the amounts to be withheld until final completion
- .03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
- .04 Issuance of Certificate(s) of Substantial Completion
- .05 Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance
- .06 Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any
- .07 Final inspection with the Owner's representative to verify final completion of the Work
- .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens
- .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)
- .10 Issuance of final Certificate(s) for Payment.

POST-CONTRACT SERVICES

- .49 **Maintenance and Operational Programming** services consisting of:
 - .01 Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
 - .02 Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
 - .03 Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.
- .50 **Start-Up Assistance** consisting of:
 - .01 On-site assistance in the operation of building systems during initial occupancy
 - .02 Assistance in the training of the Owner's operation and maintenance personnel in proper operations, schedules and procedures
 - .03 Administration and coordination of remedial work by the Contractor(s) after final completion.
- .51 **Record Drawing** services consisting of:
 - .01 Making arrangements for obtaining from Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
 - .02 Review of general accuracy of information submitted and certified by the Contractor(s)
 - .03 Preparation of record drawings, based on certified information furnished by the Contractor(s)
 - .04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.
- .52 **Warranty Review** consisting of:
 - .01 Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
 - .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - .03 Documenting defects or deficiencies and assisting the Owner in preparing instruction to the Contractor(s) for correction of noted defects.
- .53 **Post-Contract Evaluation** consisting of a Project inspection at least one year after completion of the Work; review with appropriate supervisory, operating and maintenance personnel, and analysis of operating costs and related data for evaluation of:
 - .01 The initial Project programming versus actual facility use
 - .02 The functional effectiveness of planned spaces and relationships
 - .03 The operational effectiveness of systems and materials installed.

ARTICLE 2.4

DESCRIPTIONS OF SUPPLEMENTAL SERVICES

SUPPLEMENTAL SERVICES

- .54 Special Studies** consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:
 - .01 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase
 - .02 Providing special studies for the project such as analyzing acoustical or lighting requirements, record retention, communications and security systems.
- .55 Tenant-Related Services** consisting of design and documentation services for tenants or potential tenants relating to:
 - .01 Space planning, partition and furnishings locations, and furniture and equipment layouts
 - .02 Material and color selections and coordination
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
 - .04 Preliminary estimate of Construction Cost.
- .56 Special Furnishings Design** services relating to Architect-designed special furnishings and/or equipment incorporated into or provided for the Project and consisting of:
 - .01 Design and documentation
 - .02 Specifications or standards
 - .03 Management of procurement
 - .04 Coordination of installation
 - .05 Purchase on the Owner's behalf.
- .57 Furniture, Furnishings and Equipment Services** relating to equipment and furnishings not incorporated into the construction of the Project and consisting of:
 - .01 Establishment of needs and criteria
 - .02 Preparation of requirements, Specifications and bidding or purchasing procedures
 - .03 Management of procurement
 - .04 Coordination of delivery and installation.
- .58 Special Disciplines Consultation**, consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list and as more specifically described in Article 1.6, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

.01 Acoustics	.15 Fallout Shelters	.29 Real Estate
.02 Audio-Visual	.16 Financial	.30 Reprographics
.03 CPM Scheduling	.17 Fire Protection	.31 Safety
.04 Code Interpretation	.18 Food Service	.32 Sociology
.05 Communications	.19 Insurance	.33 Soils/Foundation
.06 Computer Technology	.20 Historic Preservation	.34 Space Planning
.07 Concrete	.21 Legal	.35 Specifications
.08 Cost Estimating	.22 Life Safety	.36 Traffic/Parking
.09 Demography	.23 Lighting	.37 Transportation
.10 Display	.24 Management	.38 Security
.11 Ecology	.25 Materials Handling	.39 Record Retention
.12 Economics	.26 Psychology	
.13 Editorial	.27 Public Relations	
.14 Elevators/Escalators	.28 Radiation Shielding	
- .59 Special Building Type Consultation**, consisting of retaining, directing and coordinating the work of special building type consultants whose specialized training, experience and knowledge relative to the requirements, planning and design of the Project are required for the Project.

- .60 Fine Arts and Crafts services** relating to acquisition of fine arts or crafts to be part of the Project and consisting of:
- .01 Consultations on selection, commissioning and/or execution
 - .02 Design integration
 - .03 Managing procurement
 - .04 Purchasing fine arts or crafts on the Owner's behalf.
- .61 Graphic Design services** consisting of:
- .01 Design and selection of interior and exterior signs and identifying symbols
 - .02 Material and color selections and coordination
 - .03 Documentation of requirements for procurement of graphics work
 - .04 Managing procurement of graphics work
 - .05 Coordination of delivery and installation.
- .62 Renderings** relating to graphic pictorial representations, as required by the Owner, of the proposed Project and consisting of:
- .01 Black and white elevation view(s)
 - .02 Black and white perspective view(s)
 - .03 Elevation view(s) in color
 - .04 Perspective view(s) in color.
- .63 Model Construction** consisting of preparation of:
- .01 Small-scale block model(s) showing relationship of structure(s) to site
 - .02 Moderate-scale block model(s) of structure(s) designed for the Project
 - .03 Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
 - .04 Large-scale models of designated interior or exterior components of the Project.
- .64 Still Photography** consisting of:
- .01 Documentation of existing conditions
 - .02 Aerial site photography
 - .03 Photographic recording for study purposes of facilities similar to the Project
 - .04 Periscopic photography of models for the Project
 - .05 Presentation photography of renderings(s) and model(s) for the Project
 - .06 Construction progress photography
 - .07 Architectural photography of the completed Project.
- .65 Motion Pictures and Videotape services** relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.
- .66 Life Cycle Cost Analysis** consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:
- .01 A given planning and design solution for the Project
 - .02 Alternative planning and design solutions for the Project
 - .03 Selected systems, subsystems or building components proposed for the Project.
- .67 Value Analysis** consisting of the review during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining value for the Owner.
- .68 Energy Studies** consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's consideration.
- .69 Quantity Surveys** consisting of:
- .01 A detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations

- .02 Making investigation, inventories of materials or furniture, furnishings and equipment, or valuations and detailed appraisals of existing facilities, furniture, furnishings and equipment, and the relocation thereof.
- .70 **Detailed Cost Estimating** services consisting of:
- .01 Development, when the Contract Documents are approximately 90% complete, of a Detailed Estimate of the Cost of the Work based on quantity take-offs and unit cost pricing of materials, labor, tools, equipment and services required for the Work plus estimates for the Contractor's supervision cost, Work required by General and Supplementary Conditions, and an allowance for a reasonable Contractor's overhead and profit; or
- .02 Continuous development during all phases of design and documentation, of an Estimate of the Cost of the Work for the purpose of greater cost control, culminating in a Detailed Estimate of the Cost of the Work or detailed quantity surveys or inventories of material, equipment and labor.
- .71 **Environmental Monitoring** services consisting of:
- .01 Monitoring of air, water and other designated components of the environment to establish existing conditions, and the preparation of related analyses and reports.
- .72 **Expert Witness** services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .73 **Materials and Systems Testing** relating to testing of components of the completed Project for conformance with Contract requirements and consisting of:
- .01 Establishment of requirements
- .02 Procurement of testing services
- .03 Monitoring testing
- .04 Review, analysis and reporting of testing results.
- .74 **Demolition Services** consisting of:
- .01 Preparation of Contract Documents for demolition of existing structures
- .02 Managing the bidding/negotiation/award process
- .03 Providing field observation and general administration services during demolition.
- .75 **Mock-Up Services** relating to the construction of full-size details of components of the Project for study and testing during the design phases and consisting of:
- .01 Design and documentation for the required mock-up(s)
- .02 Management and coordination of pricing and contracting for mock-up services
- .03 Construction administration of mock-up construction activities
- .04 Arrangements for testing and monitoring performance of mock-up(s)
- .05 Administration of testing and monitoring services
- .06 Review, analysis and reporting of results of testing and monitoring services.
- .76 **Coordination of Designated Services** with those of non-design professionals, such as economists, sociologists, attorneys and accountants, consisting of:
- .01 Preparation of economic studies
- .02 Condominium documentation
- .03 Sociological impact studies.
- .77 **Furniture, Furnishings and Equipment Purchasing/Installation**, consisting of:
- .01 Purchasing furniture, furnishings and equipment on behalf of the Owner with funds provided by the Owner
- .02 Receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation
- .03 Providing services including travel for the purpose of evaluating materials, furniture, furnishings and equipment proposed for the Project.
- .78 **Computer Applications** consisting of computer program development and/or computer program search and acquisition,

plus on-line computer time charges, for:

- | | | |
|----------------------------------|---------------------------------------|------------------------------------|
| .01 Programming | .06 Detailed Project scheduling | .10 Mechanical analysis and design |
| .02 Economic feasibility | .07 Market analysis | .11 Electrical analysis and design |
| .03 Financial analysis | .08 Architectural analysis and design | .12 Production of Drawings |
| .04 Site analysis | .09 Structural analysis and design | .13 Construction cost accounting |
| .05 Construction cost estimating | | |

.79 Project Promotion/Public Relations relating to presentation of the Project to the public or identified groups and consisting of:

- .01 Preparation of press releases
- .02 Preparation of special brochures and/or promotional pieces
- .03 Assistance in production and distribution of promotional materials
- .04 Presentations at public relations and/or promotional meetings.

.80 Leasing Brochures, including preparation of special material to assist the Owner in leasing the Project and consisting of:

- .01 Design
- .02 Preparation of illustrations and text
- .03 Arranging for and managing production.

.81 Pre-Contract Administration/Management, consisting of:

- .01 Evaluating feasibility of Owner's program, schedule and budget for the Work, each in terms of the other
- .02 Preparing, updating and monitoring Detailed Project Schedule, including services and contract Work, identifying critical and long-lead items
- .03 Preparing, updating and monitoring Detailed Estimates of the Cost of the Work prior to completion of each design phase.
- .04 Assisting the Owner in selecting, retaining and coordinating the professional services of surveyors, testing labs and other special consultants as designated
- .05 Assisting the Owner in evaluating relative feasibility of methods of executing the Work, methods of project delivery, availability of materials and labor, time requirements for procurement, installation and delivery, and utilization of the site for mobilization and staging
- .06 Assisting the Owner in determining the method of contracting for the Work; evaluating single versus multiple contracts; advising on categories of separate contracts and provisions for coordinating responsibilities.

.82 Extended Bidding services, consisting of:

- .01 Developing Bidders' interest in Project and establishing bidding schedules
- .02 Receiving and analyzing bids and recommend Owner's acceptance or rejection of bids
- .03 Advising the Owner on acceptance of Contractors
- .04 Conducting pre-award conferences.

.83 Extended Contract Administration Management, consisting of:

- .01 Assisting Owner in obtaining building permits
- .02 Updating and monitoring actual costs against estimates of final cost; assisting Owner in monitoring cash flow
- .03 Providing a detailed schedule showing time periods for each Contractor, including long-lead items and Owner's occupancy requirements; updating and monitoring periodically; recommending corrective action when required
- .04 Endeavoring to achieve satisfactory performance of Contractors through development and implementation of a quality control program; assisting Owner in determining compliance with schedule, cost and Contract Documents
- .05 Scheduling and conducting periodic project meetings with the Owner, Contractor and Subcontractors
- .06 Assisting Owner in maintaining cost accounting records
- .07 Maintaining a daily log including conditions at site and job progress, periodically indicating percentage of

- completion of each contract
- .08 Assisting the Owner in coordinating and scheduling activities of the separate Contractors
- .09 Maintaining and periodically update a record of all significant changes made during construction; maintain record copies of Contract Documents; maintaining samples and lay-out drawings at the job site.



TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGNATED SERVICES

AIA Document B163 - Part 3

ARTICLE 3.1 ARCHITECT'S RESPONSIBILITIES

3.1.1 Designated Services. Unless otherwise provided, the Architect's designated services consist of those services identified in the Schedule of Designated Services as being performed by the Architect, Architect's employees and Architect's consultants, and as described in the Descriptions of Designated Services.

3.1.2 Contingent Additional Services. Contingent Additional Services described in Subparagraphs 3.1.2.1 through 3.1.2.7 are not included in the Architect's Designated Services, but may be required due to circumstances beyond the Architect's control. The Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.1.2.1 Document Revisions. Services required to revise Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the owner's failure to render decisions in a timely manner.

3.1.2.2 Changes in Project Scope. Services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required

under Subparagraph 1.6.

3.1.2.3 Replacement of Damaged Work. Consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.1.2.4 Default by Others. Services made necessary by the default of the Owner's consultants or the Contractor, by major defects or deficiencies in their services or the Work, or by failure of performance of any of them under their respective contracts.

3.1.2.5 Correction Period. Advice and consultation to the Owner during the correction period described in the Contracts for Construction or Furniture, Furnishings and Equipment

3.1.2.6 Purchasing of Furniture, Furnishings and Equipment by the Architect. If the Owner and Architect agree that the Architect will purchase furniture, furnishings and equipment on behalf of the Owner with the funds provided by the Owner, the duties related to such services shall be set forth in Article 1.6 of this Agreement. The Owner shall provide and maintain working funds with the Architect, if required, to pay invoices charged to the Project for materials and furnishings, to secure cash discounts and for required deposits.

3.1.2.7 Services Related to Separate Consultants. The Architect shall provide information to and incorporate information received in a timely manner from those separate consultants retained by the Owner and identified in this Agreement whose activities directly relate to the Project.

ARTICLE 3.2 OWNER'S RESPONSIBILITIES

3.2.1 Representative. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized

representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

3.2.2 Notice. Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

3.2.3 Designated Services. The Owner's responsibilities consist of those services identified in the Schedule of Designated Services as being performed by the Owner, Owner's employees and Owner's consultants.

3.2.4 Information. The Owner shall provide full information regarding requirements for the Project.

3.2.5 Owner's Financial Arrangements. If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations to the Architect under this Agreement.

3.2.6 Tests, Inspections and Reports Furnished by Owner. The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, or unless otherwise provided in this Agreement.

3.2.7 Legal, Accounting and Insurance Services Furnished by Owner. The Owner shall furnish all legal, accounting and insurance counseling services required for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

3.2.8 Space Arrangements. The Owner shall provide suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment.

3.2.9 Removal of Existing Facilities. The Owner shall be responsible for the relocation or removal of existing facilities, furniture, furnishings and equipment, and the contents thereof, unless otherwise provided by this Agreement.

3.2.10 Responsibility for Services. The drawings, specifications, services, information, surveys and reports required of the Owner under the Agreement shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

3.2.11 Certificates and Certifications. The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services of the Architect or the Architect's Consultants beyond the scope of this Agreement.

3.2.12 Communications and Security Systems. The Owner shall contract for all temporary and permanent telephone, communications and security systems required for the Project so as not to delay the performance of the Architect's services.

ARTICLE 3.3 CONTRACT ADMINISTRATION

3.3.1 General. The following terms and conditions shall apply to the relevant Contract Administration Phase services, if any, as may be included in the Schedule of Designated Services.

3.3.1.1 Interpretations and Decisions: Timing. To the extent that the following services of the Architect have been designated in the Schedule of Designated Services, the Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.1.2 Interpretations and Decisions: Form and Intent. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

3.3.1.3 Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.3.1.4 Architect's Decisions Subject to Arbitration. The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as

provided in Clause 3.3.1.3, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

3.3.2 Duration of Contract Administration Phase. The Architect's responsibility to provide services for the Contract Administration Phase under this Agreement commences with the award of the initial Contract for Construction or for Furnishings, Furniture and Equipment, and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

3.3.3 Contract(s) for the Work. The Architect shall provide administration of Contract(s) for Construction or Furniture, Furnishings and Equipment as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, or AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement.

3.3.4 Modification of Responsibilities. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor; which consent shall not be unreasonably withheld.

3.3.5 Authority of Architect. The Architect shall be a representative of and shall advise and consult with the Owner (1) during the Contract Administration Phase, and (2) by an amendment to this Agreement, from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

3.3.6 CONSTRUCTION OBSERVATION SERVICES

3.3.6.1 Architect's Responsibility for Observation. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

3.3.6.2 Project Representation. The furnishing of Project representation services shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3.6.3 Means and Methods. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction and the Contract for Furniture, Furnishings and Equipment. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.3.6.4 Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

3.3.6.5 Communications. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

3.3.6.6 Minor Changes. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

3.3.6.7 Coordination of Furniture, Furnishings and Equipment Delivery and Installation. When the Architect assists the Owner in coordinating schedules for delivery and installation of furniture, furnishings and equipment, the Architect shall not be responsible for malfeasance, neglect or failure of a Contractor, Subcontractor Sub-subcontractor or material supplier to meet their schedules for completion or to perform their respective duties and responsibilities.

3.3.7 COST ACCOUNTING SERVICES

3.3.7.1 Certificates for Payment. If certification of the Contractor's Applications for Payment is required by this Agreement, the Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 3.3.6.1 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the

Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. --

3.3.7.2 Limitations. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.3.8 INSPECTION AND TESTING ADMINISTRATION SERVICES

3.3.8.1 Rejection of Work. Except as provided in Subparagraph 3.3.8.3, the Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

3.3.8.2 Review and Inspection of Work. The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

3.3.8.3 Rejection of Work Involving Furniture, Furnishings and Equipment. Unless otherwise designated, the Architect's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation. The Architect is not authorized to reject nonconforming furniture, furnishings and equipment, sign Change Orders on behalf of the Owner, stop the Work, or terminate a Contract on behalf of the Owner. However, the Architect shall recommend to the Owner rejection of furniture, furnishings and equipment

which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of furniture, furnishings and equipment in accordance with the provisions of the Contract Documents, whether or not such furniture, furnishings and equipment is fabricated, installed or completed.

3.3.9 SUBMITTAL SERVICES

3.3.9.1 Submittal Review. To the extent required by this Agreement, the Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.3.9.2 Limitations. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.3.10 Reliance on Professional Certification. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

ARTICLE 3.4 USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

3.4.1 Architect's Reserved Rights. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless

otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

3.4.2 Limitations on Use. The Owner shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Project Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

3.4.3 Unpublished Works. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 3.5 COST OF THE WORK

3.5.1 DEFINITION

3.5.1.1 Total Cost. The Cost of the Work shall be the total cost or estimated cost to the Owner of all elements of the Project to be included in the Contract Documents.

3.5.1.2 Items Included. The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designated, specified, selected or specially provided for by the Architect in the Contract Documents, including the costs of the Contractors' management or supervision of construction or installation, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

3.5.1.3 Items Excluded. The Cost of the Work does not include the compensation of the Architect and the Owner's or Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 3.2.

3.5.2 RESPONSIBILITY FOR COST OF THE WORK

3.5.2.1 Limitation of Responsibility. Evaluations of the Owner's Project budget, preliminary estimates of the Cost of

the Work and detailed estimates of the Cost of the Work, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

3.5.2.2 Fixed Limit of the Cost of the Work. If a fixed limit of the Cost of the Work has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, furniture, furnishings and equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Cost of the Work to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

3.5.2.3 Adjustments. If the Bidding or Negotiation Phase has not commenced within 90 days after the Contract Documents are submitted to the Owner, the Project budget or fixed limit of the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Contract Documents to the Owner and the date on which bids or negotiated proposals are sought.

3.5.2.4 Owner's Responsibility to Meet Fixed Limit. If a fixed limit of the Cost of the Work (adjusted as provided in Subparagraph 3.5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 3.9; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

3.5.2.5 Architect's Responsibility to Meet Fixed Limit. If the Owner chooses to proceed under Clause

3.5.2.4.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under the Designated Services portion of this Agreement as necessary to comply with the fixed limit. The modification of such documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 3.6 PAYMENTS TO THE ARCHITECT

3.6.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

3.6.2 Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel, long-distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 reproductions, postage and handling of Drawings, Specifications and other documents;
- .3 facsimile services, courier services, overnight deliveries or other similar project related expenditures;
- .4 if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- .7 expense of computer-aided design and drafting equipment time when used in connection with the

Project.

3.6.3 Payments for Contingent Additional Services and Reimbursable Expenses. Payments on account of the Architect's Contingent Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

3.6.4 Extended Time. If and to the extent that the time initially established in this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Article 1.6.

3.6.5 Changes Affecting Percentage Compensation Method. When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Part 1, Subparagraph 1.3.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

3.6.6 Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

3.6.7 Architect's Accounting Records. Records of Reimbursable Expenses, of expenses pertaining to Contingent Additional Services, and of and services ~~for which the Architect is responsible~~ Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 3.7 DISPUTE RESOLUTION

3.7.1 Claims and Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

3.7.2 Mediation. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

3.7.3 Arbitration. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations.

3.7.4 Consolidation and Joinder. An arbitration pursuant to this paragraph may be joined with an arbitration involving common issues of law or fact between the Architect and any person or entity with whom the Architect has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

3.7.5 Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 3.8 MISCELLANEOUS PROVISIONS

3.8.1 Governing Law. This Agreement shall be governed by the law of the place of the Project.

3.8.2 Definitions. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement.

3.8.3 Statutes of Repose or Limitations. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of repose or limitations shall commence to run not later than either the Date of Substantial Completion for acts or failures occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

3.8.4 Waivers of Subrogation. The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the editions of AIA Document A201, General Conditions of the Contract for Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement. The Owner and Architect shall each require similar waivers from their contractors, consultants and agents.

3.8.5 Successors and Assigns. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

3.8.6 Titles and Headings. The titles and headings in this Agreement are for convenience and shall not be interpreted as supplementing or superseding the intent of the parties as expressed in the body of this Agreement.

3.8.7 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

3.8.8 Hazardous Materials. Unless otherwise provided

in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If the Architect is required to perform services related to hazardous materials, the Owner agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

3.8.9 Publicity. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

3.8.10 Conflict of Interest. Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts, (2) have a substantial direct or indirect financial interest in the project, or (3) undertake any activity or employment or accept any contribution; if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment or prevent the Architect from serving the best interest of the Owner.

ARTICLE 3.9

TERMINATION, SUSPENSION OR ABANDONMENT

3.9.1 Termination for Breach. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

3.9.2 Suspension. If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such

suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

3.9.3 Termination on Abandonment. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice to the Owner.

3.9.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial non-performance and cause for termination.

3.9.5 Suspension by Architect. If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

3.9.6 Compensation of Architect. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 3.9.7.

3.9.7 Termination Expenses. Termination expenses are in addition to compensation for the Architect's services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for all services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for all services earned to date if termination occurs before or during the Predesign, Site Analysis or Schematic Design Phases; or
- .2 Ten percent of the total compensation for all services earned to date if termination occurs during the Design Development Phase; or
- .3 Five percent of the total compensation for all services earned to date if termination occurs during any subsequent phase.

EXHIBIT "B"
AIA CONTRACT B163 -1993

SUPPLEMENTAL TERMS & CONDITIONS FOR THE AIA B163
CONTRACT FOR THE SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS

ARTICLE 1.4 TIME AND COST

1.4.2 – THE ARCHITECTURAL FIRM AND ITS CONSULTANTS WILL COMPLY WITH THE FOLLOWING PROVISIONS OF THE RFP;

A) FLORIDA STATUTE – 287.055 (G) - WHICH STATES "G) A "CONTINUING CONTRACT" IS A CONTRACT FOR PROFESSIONAL SERVICES ENTERED INTO IN ACCORDANCE WITH ALL THE PROCEDURES OF THIS ACT BETWEEN AN AGENCY AND A FIRM WHEREBY THE FIRM PROVIDES PROFESSIONAL SERVICES TO THE AGENCY FOR PROJECTS IN WHICH CONSTRUCTION COSTS DO NOT EXCEED \$1 MILLION, FOR STUDY ACTIVITY WHEN THE FEE FOR SUCH PROFESSIONAL SERVICE DOES NOT EXCEED \$50,000, OR FOR WORK OF A SPECIFIED NATURE AS OUTLINED IN THE CONTRACT REQUIRED BY THE AGENCY, WITH NO TIME LIMITATION EXCEPT THAT THE CONTRACT MUST PROVIDE A TERMINATION CLAUSE."

B) PROJECT SCHEDULE, MILESTONE DATE REQUIREMENTS AND ASSESSMENTS: ONCE THE CONTRACT IS APPROVED BY THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, THE ARCHITECT, ENGINEER FIRM, AND SUMTER COUNTY WILL AGREE TO AN ACTUAL NOTICE TO PROCEED DATE WHICH WILL COMMENCE ALL DESIGN AND PERMITTING ACTIVITIES PER PROJECT. SHOULD THE ARCHITECT & ENGINEER FIRM FAIL TO MEET THE MILESTONE DATE OF THE SCHEDULE, THE COUNTY WILL IMPOSE A \$1,000.00 ASSESSMENT PER MILESTONE DATE WHICH IS NOT OBTAINED ON A MONTHLY BASIS. THIS ACTION WILL AUTOMATICALLY REDUCE THE CONTRACT AMOUNT ACCORDINGLY EACH MONTH. IF THE DESIGN FIRM IS ABLE TO MEET THE ORIGINAL COMPLETION DATE OF THE CPM SCHEDULE, SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS WILL REIMBURSE THE ARCHITECT & ENGINEER FIRM FOR MAINTAINING THE OVERALL SCHEDULE, ALTHOUGH IF THE DESIGN FIRM FAILS TO MEET THE ORIGINAL COMPLETION DATE THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS WILL RETAIN ALL ASSESSMENTS.

C) – PROCEDURE REQUIREMENTS: AFTER THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS HAS AWARDED THE CONTRACT FOR ARCHITECT & ENGINEERING SERVICES THE FOLLOWING PROCEDURES WILL BE IMPLEMENTED:

- 1) SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OR DEPARTMENT WILL ISSUE A PRELIMINARY SCOPE OF WORK TO TWO OR MORE ARCHITECTS & ENGINEERS
- 2) THE ARCHITECT & ENGINEERS' FIRM WILL DELINEATE THEIR SCOPE OF WORK IN TERMS OF A FEE STRUCTURE, SCHEDULE, AND SUBMIT TO THE DIVISION OF DEPARTMENT FOR EVALUATION.
- 3) SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OR DEPARTMENT WILL MAKE A RECOMMENDATION TO THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS TO ISSUE A PURCHASE ORDER FOR THIS SCOPE OF WORK.

ARTICLE 3.1 ARCHITECTS RESPONSIBILITIES SHALL BE MODIFIED TO INCLUDE THE FOLLOWING;

3.1.1.A – COST EFFECTIVE DESIGN – THE ARCHITECT AND THEIR CONSULTANTS SHALL ENDEAVOR TO PROVIDE SUMTER COUNTY WITH THE MOST COST EFFECTIVE DESIGN SOLUTIONS. IF SUMTER COUNTY DETERMINES THROUGH A PEER REVIEW THAT THE DESIGN IS NOT COST EFFECTIVE THE ARCHITECT AND THEIR CONSULTANTS SHALL REDESIGN AT NO ADDITIONAL COST TO SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS. FOR EXAMPLE “THE USE OF HOSPITAL GRADE ISOLATED GROUNDS IN A TYPICAL GOVERNMENTAL OFFICE ENVIRONMENT WOULD BE CONSIDERED INEFFECTIVE DESIGN AN SUBJECT TO THE CONTRACT PROVISION. OR ANY OTHER SUCH EGREGIOUS DESIGN EFFORT.

3.1.1.B – BUDGET – ONCE THE BUDGET IS ESTABLISHED THE ARCHITECT AND THEIR CONSULTANTS WILL DESIGN TO MEET THE ASSIGNED BUDGET. IF THE COST OR THE BID EXCEEDS THE BUDGET THE ARCHITECT AND THEIR CONSULTANTS WILL RE-DESIGN AND NO ADDITIONAL COST TO SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS TO MEET THE BUDGET.

3.1.1.C – PRODUCT SUBSTITUTIONS – THE ARCHITECT OR THEIR CONSULTANTS SHALL NOT APPROVE PRODUCT SUBSTITUTIONS WITHOUT PRIOR WRITTEN APPROVAL FROM SUMTER COUNTY.

ARTICLE 3.2.6 – SHALL BE REVISED TO READ AS FOLLOWS; “TEST, INSPECTIONS, AND REPORTS SHALL BE INCLUDED IN THE ARCHITECTS FEE STRUCTURE PROPOSAL TO SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS. THESE TEST REPORTS SHALL INCLUDE BUT NOT BE LIMITED TO SOILS, STRUCTURAL, MECHANICAL, CHEMICAL, AIR AND WATER POLLUTION TEST, HAZARDOUS MATERIALS OR ANY OTHER TYPE OF TESTING REPORTS.” THIS ACTIVITY WILL BE ADDRESSED AS OUTLINED IN TASK .42 ON PAGE 19 OF THIS CONTRACT.

ARTICLE 3.3.1.2 – SHALL BE REVISED TO READ AS FOLLOWS
“INTERPRETATIONS AND DECISIONS; FORM AND INTENT.
INTERPRETATIONS AND DECISIONS OF THE ARCHITECT SHALL BE CONSISTENT WITH THE INTENT OF AND REASONABLY INFERABLE FROM THE CONTRACT DOCUMENTS AND SHALL BE IN WRITING OR IN THE FORM OF DRAWINGS OR SPECIFICATIONS. WHEN MAKING SUCH INTERPRETATIONS AND INITIAL DECISIONS, THE ARCHITECT SHALL ENDEAVOR TO SECURE FAITHFUL PERFORMANCE BY OWNER AND CONTRACTOR, SHALL NOT SHOW PARTIALITY TO EITHER AND SHALL BE LIABLE FOR THE RESULTS OF INTERPRETATIONS OR DECISIONS SO RENDERED IN THE ARCHITECT’S PROFESSIONAL JUDGMENT.”

ARTICLE 3.3.1.3 – SHALL BE REVISED TO READ AS FOLLOWS; “ DECISIONS OF AESTHETIC EFFECT. THE ARCHITECT’S DECISIONS ON MATTERS RELATING TO AESTHETIC EFFECT SHALL BE FINAL WITH THE APPROVAL OF SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS OR DESIGNATED REPRESENTATIVE.”

ALL REFERENCES TO ARBITRATIONS SHALL BE STRICKEN FROM THE CONTRACT. IF THE PARTIES CANNOT RESOLVE THEIR DISPUTE THROUGH A MEDIATION PROCESS, THEN ANY AND ALL DISPUTES SHALL BE RESOLVED IN A COURT OF SUMTER COUNTY.